



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center
May 13, 2003
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – April 13, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee - Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:
 - b) APPOINTMENTS:

Danvers Fire Protection District
Mr. John Mark Gillis
406 West Exchange Street
Danvers, IL 61732
Appointed to a Three-Year Term that expires
on April 30, 2006

Zoning Board of Appeals
Mr. Kevin P. Jacobs
505 Amherst Drive
Normal, IL 61761
Appointed as an Alternate Member
to a Five-Year Term that expires
on June 27, 2008

Randolph Fire Protection District

Mr. Joe Necessary

19186 E. 450 North Road

Heyworth, IL 61745

Appointed to the remainder of a three year

Term that expires on April 30, 2005

c) RESIGNATIONS:

Danvers Fire Protection District

Mr. Robert Willerton

4076 E. 1450 North Rd.

Danvers, IL 61732

Randolph Fire Protection District

Mr. William M. Davis

P.O. Box 170

Heyworth, Illinois 61745

- | | | |
|----|--|-------|
| d) | Request for Approval of Master Software Agreement with Cirone Computer Consulting, Inc., – Information Services | 1-13 |
| e) | Request Approval of Intergovernmental Agreement between McLean and Tazewell Counties to share Reports developed for an Integrated Justice Information System – Information Services | 14-18 |
| f) | Request Approval of an Ordinance Providing for the Abatement of a Direct Annual Tax Sufficient to Pay the Rent Payable under a Lease Agreement to be entered into by and between the Public Building Commission of McLean County, Illinois as Lessor, and the County of McLean, Illinois, and the City of Bloomington, McLean County, Illinois, as Lessees | 19-23 |
| 2) | <u>Items to be Presented for Information:</u> | |
| a) | “Ad Hoc” Committee on Emergency Communications and Dispatch: Final Report and Recommendation | 24-27 |
| b) | Monthly Report – Information Services | 28 |
| c) | General Report | |
| d) | Other | |

B. Property Committee – Chairman Bostic

1) Items to be Presented for to the Board:

- | | | |
|----|--|-------|
| a) | Request Approval of Wiss, Janney, Elstner Contract for Professional Services to Develop Bid Specifications to Repair the Dome and Roof Areas of the Old Courthouse – Facilities Management | 29-56 |
|----|--|-------|

- b) Request Approval of Capital Equipment Lease Agreement to Purchase Replacement Lobby Security Screening Equipment – Facilities Management 57-63
 - c) Request Approval for the City of Bloomington to Place a Christmas Tree on the Grounds of the Old Courthouse this Holiday Season
 - d) Request Approval of Resolution Declaring the McBarnes Memorial Building Surplus County
 - g) General Report
 - h) Other
- C. Transportation Committee - Chairman Bass
 - 1) Items to be Presented to the Board:
 - a) Request Approval of Letting Results from April 24, 2003 for County and Township Projects
 - b) Request Approval of Arrowsmith Road - 80,000 Pound Weight Limit Agreement Resolution
 - c) Request Approval of Speed Limit Resolution
 - d) General Report
 - e) Other
- D. Finance Committee – Chairman Sorensen
 - 1) Items to be Presented for Action:
 - a) Request Approval of CDAP Revolving Loan Fund Recapture Guidelines 64-76
 - b) Request Approval of Proposed Resolution Establishing the Budget Policy for Fiscal Year 2004 77-89
 - 2) Items to be Presented to the Board:
 - a) Request Approval of CDAP Revolving Loan Fund Public Works Loan: Replacement of Exterior Dryvit Panels at 200 West Front Street Building
 - b) Request Approval of position classification/grade Change - Veteran's Assistance Commission
 - c) General Report
 - d) Other
- E. Justice Committee – Chairman Renner
 - 1) Items to be Presented for Action:
 - a) Request approval of an Grant Application through the Illinois Department of Nuclear Safety pertaining to the Illinois Nuclear Safety Preparedness Act 90

2) Items to be Presented to the Board:

- a) General Report
- b) Other

F. Land Use and Development – Chairman Gordon

1) Items to be Presented to the Board:

- a) General Report
- b) Other

G. Report of the County Administrator

1) Items to be Presented for Information:

- a) General Report
- b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

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INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval
Of Contract with Cirone Computer Consulting Inc.
to Purchase Software Upgrade**

To the Honorable Members of the McLean County Board and the McLean County Finance Committee:

Information Services and the office of the Supervisor of Assessments are requesting approval of the attached contract to purchase a software upgrade module from Cirone Computer Consulting Inc. Sufficient funds exist within Information Services budget for this purchase.

The software to be developed will allow figures from local assessor's offices to be loaded electronically into the PAMS database of the Supervisor of Assessment's office. In turn, equalized assessment values will be able to be delivered back to the local assessors. Phase I of this agreement was approved in November; this approval will complete the contract process for delivery of this software.

The contract attached has been negotiated by Information Services with the assistance of the Civil State's Attorney.

I'll be happy to answer any questions you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over a horizontal line.

Craig Nelson
Director, Information Services.

MASTER SOFTWARE LICENSE AGREEMENT
Agreement #IS03001

This is a License Agreement (the "Agreement") between Cirone Computer Consulting Inc.. ("LICENSOR"), a company having a place of business at 40 Dupage Court, Suite 500, Elgin, Illinois 60120 and the County of McLean, Illinois (the "COUNTY"), having its administrative office at 104 West Front Street, 7th Floor, Bloomington, Illinois 61701.

RECITALS

WHEREAS, LICENSOR is the owner of certain software products (hereafter referred to as the "Software") which are more fully described in supplements attached hereto; and

WHEREAS, the parties agree that they shall execute a supplement (the "Supplement") in a form substantially the same as the form attached hereto as Exhibit A, and by this reference incorporated herein, for each such Software product to be licensed by COUNTY. Each Supplement will be governed by the terms of this Agreement. The Supplement(s) shall set forth, among other things, a description of the Software, the location(s) and or data processing systems for which the Software is licensed and the pricing;

Accordingly, the parties agree as follows:

1. LICENSE. LICENSOR grants to COUNTY, and COUNTY accepts from LICENSOR, an irrevocable, non-exclusive and non-transferable license to use the Software (the "License"): COUNTY is prohibited from licensing, sublicensing or transferring the Software to a third party (except to a related party).

Unless otherwise provided in the Supplement, the Software may be used on any CPU of COUNTY located at any of COUNTY's premises in the United States. Use of the Software may be subsequently transferred to other data processing systems maintained by COUNTY provided the total number of data processing systems on which the Software is used by COUNTY does not exceed the total number of copies of the Software COUNTY has purchased. A License may be temporarily transferred to back-up equipment if the particular scheduled equipment is inoperative.

The parties agree that COUNTY shall purchase the number of copies of the specific Software, as set forth in the relevant Supplement. The total purchase price for the copies shall be set forth in the relevant Supplement. If LICENSOR's price for the Software decreases before delivery of the Software to COUNTY, COUNTY shall receive the lower price.

The parties also agree that COUNTY shall hereafter purchase from LICENSOR as many additional copies of the Software as COUNTY determines it may need. The price for any additional copies purchased hereafter shall not exceed the lesser of the price set forth in the relevant Supplement or LICENSOR's then-current price, whichever is less. For purposes of this Agreement any reference to the Software shall also include any copies of the Software purchased by COUNTY now or hereafter. Use of copies purchased now or hereafter shall be governed by the terms and conditions of this Agreement.

2. DOCUMENTATION. LICENSOR agrees it shall provide COUNTY with all user documentation, including but not limited to all operator and user manuals, training materials, guides, listings, specifications, and other materials for use in conjunction with the Software. LICENSOR shall deliver to COUNTY one complete copy of the documentation, and COUNTY shall have the right to make additional copies of the documentation and may internally distribute paraphrases or limited excerpts from the documentation provided they maintain LICENSOR's copyright notice on such copies.

3. TITLE TO SOFTWARE SYSTEMS. The Software and all documentation hereunder and all copies thereof are proprietary to LICENSOR and title thereto remains in LICENSOR. COUNTY shall not sell, transfer, publish, disclose, display or otherwise make available the Software or copies thereof to any party other than for maintenance purposes.

4. DELIVERY, ACCEPTANCE, PRICE AND PAYMENT. LICENSOR agrees that:

- a. LICENSOR shall bear all freight, shipping and handling costs for the delivery of the Software and all risk of loss including any insurance costs. Any lost or damaged Software shall be replaced by LICENSOR without charge.
- b. The Software shall be deemed accepted by COUNTY when installed on the data processing system and operating as set forth in the documentation.
- c. COUNTY shall make payment to LICENSOR for the Software License pursuant to the fees and payment terms set forth in the relevant Supplement within thirty (30) days of COUNTY's acceptance of the Software or receipt of an accurate invoice, whichever occurs later.

5. TAXES. COUNTY shall, in addition to the other amounts payable under this Agreement, pay sales and use taxes which it customarily pays in transactions of this nature. COUNTY shall not be responsible for (i) any taxes on LICENSOR's income or net worth; or (ii) any fines, penalties or interest or charges of any kind owed due to LICENSOR's failure to timely pay any taxes.

6. LICENSOR's WARRANTIES. LICENSOR hereby warrants and represents to COUNTY the following:

a. LICENSOR is the owner of the Software or otherwise has the legal right to grant to COUNTY the License granted in this Agreement without violating any rights of any third party, and there is currently no actual or threatened suit by any such third party based on an alleged violation by LICENSOR of such right.

b. For a warranty period of six (6) months from the date of COUNTY's acceptance of the Software, as specified above, the Software in its delivered form shall not contain any defects and shall function properly and in conformity with the description, specifications and documentation set forth in the relevant Supplement and during the warranty period LICENSOR shall provide to COUNTY, without additional charge, all reasonably necessary consultation requested by COUNTY in connection with its use and operation of the Software or any problems therewith.

c. LICENSOR shall promptly correct any defects or malfunctions in the Software or documentation as delivered to COUNTY discovered during such warranty period and shall provide COUNTY with corrected copies of same without additional charge. LICENSOR's obligation hereunder shall not affect any other liability which it may have to COUNTY.

d. LICENSOR shall provide to COUNTY, without additional charge, copies of the Software and documentation revised to reflect any enhancements to the Software made by LICENSOR during the warranty period. Such enhancements shall include, but are not limited to, all modifications to the Software which increase the speed, efficiency or ease of operation of the Software or add additional capabilities to or otherwise improve the functions of the Software. If it is determined at any time that the Software as delivered to COUNTY does not operate in accordance with the published documentation, LICENSOR shall use its best efforts to cure the defect. Should LICENSOR be unable to cure any material defect within a sixty (60) day period of receipt of all reasonably necessary documentation of said defect from COUNTY, COUNTY, at its sole option, may elect to terminate the License for the defective Software, and receive a refund of the License fee prorated based on a five-year useful life of the Software or the term of the License, whichever is less and a prorated refund of the current year's maintenance and/or any unused prepaid maintenance fees. Such refund shall be remitted to COUNTY within thirty (30) days from the date of termination. Service charges, subject to applicable law, not exceeding one and one-half percent (1½%) per month, may be made on refunds that are past due beginning the thirty-first (31 st) day after the date of termination. Notwithstanding LICENSOR's obligations in this Section 7, LICENSOR shall not be responsible to cure any defect that occurs as a result of the revision or alteration of the Source Code by COUNTY.

7. COPIES. The Licenses) granted herein includes) the right to copy the Software in nonprinted, machine readable form in whole or in part as necessary for COUNTY'S own back-up or archival use. Such copies may exist beyond the termination of this Agreement in a non-production status as part of COUNTY's archives. COUNTY may create or copy screen prints from the materials provided under this Agreement. For the term of the Agreement, LICENSOR grants to COUNTY the right to use the Software on one (1) additional CPU for evaluation or testing purposes only ("Test Copy"). There shall be no charge for COUNTY's use of the Test Copy as herein defined

8.. TERMINATION. LICENSOR or COUNTY may terminate this Agreement or a particular Supplement upon a breach by the other party of any one or more of the material terms and conditions of the Agreement or a particular Supplement. The party in breach shall receive written notification from the other party of the breach and, unless within fourteen (14) days of receipt of said written notification either the breach is cured or a satisfactory resolution has been agreed upon in writing, the party giving such notice may terminate the Agreement. If this Agreement or a particular Supplement is terminated by COUNTY based on LICENSOR's breach, COUNTY shall receive a refund of the License fee prorated based on a five-year useful life of the Software or the term of the License, whichever is less, and a prorated refund of the current year's maintenance and/or any unused prepaid maintenance fees. Such refund shall be due to COUNTY within thirty (30) days from the date of termination. Service charges, subject to applicable law, not exceeding one and one-half percent (1 1/2%) per month, may be applied to refunds that are past due more than thirty (30) days. Upon termination of this Agreement and subject to the provisions of Section 8 above, COUNTY will use reasonable efforts to destroy or return to LICENSOR all production copies of the Software.

9. HOLD HARMLESS. LICENSOR expressly agrees to hold COUNTY fully harmless and to indemnify COUNTY from any and all claims, costs, expenses, damages, losses, or fees, including costs and reasonable attorneys' fees, incurred as a result of or arising out of any negligent acts or negligent failure to act by LICENSOR, its employees or agents resulting in injury, illness or death to any person or property of any person, while on COUNTY's premises.

10. CONFIDENTIALITY.

a. All software products and documentation provided by LICENSOR to COUNTY for use with the Software Products and marked as "Confidential" are to be treated as confidential. COUNTY agrees to exercise the same degree of care in maintaining and protecting the confidentiality of such software products and documentation as it exercises in maintaining and protecting the confidentiality of its own like confidential materials.

b. The parties expressly acknowledge that in the course of LICENSOR's performance hereunder, LICENSOR may learn certain confidential, patent, copyright, business, trade secret, proprietary or other like information of COUNTY. Anything in the Agreement to the contrary notwithstanding, LICENSOR expressly agrees that it will keep strictly confidential any such information of COUNTY, or of any of its vendors, suppliers, or citizens, which LICENSOR learns. LICENSOR expressly further agrees that it shall return to COUNTY upon COUNTY'S request any such information and copies thereof. The terms of this Section 13 shall survive the termination of this Agreement.

c. The provisions of this Section 13 shall not apply to information which: (i) is in the public domain or in the possession of the LICENSOR without restriction at the time of receipt under this Agreement; (ii) is used or disclosed with the prior written approval of COUNTY; (iii) is independently developed by LICENSOR; (iv) is or becomes known to the LICENSOR from a source other than COUNTY without breach of this Agreement by the LICENSOR; or (v) is ordered to be released by a court of competent jurisdiction or appropriate regulatory authority, but in such case LICENSOR agrees to notify COUNTY immediately and cooperate with COUNTY in asserting a confidential or protected status for the information.

11. LICENSOR'S PROPRIETARY NOTICES. COUNTY agrees that any copies of the Software which it makes pursuant to this Agreement shall bear all copyright, trademark and other proprietary notices included therein by LICENSOR and, except as expressly authorized herein, COUNTY shall not distribute same to any third party.

12. NOTICE. All notices required or permitted to be given by one party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested, to the respective addresses set forth below or to such other address as the party to receive the notice has designated by notice to the other party.

13. ANTI-VIRUS/LOCKOUT WARRANTY. LICENSOR expressly warrants that any Software covered by this Agreement does not or shall not contain any lock, clock, timer, counter, copy protection feature, lockout device, dissolve feature, replication device or defect ("virus" or "worm" as such terms are commonly used in the computer industry), CPU serial number reference, code, error message, or any other device which (i) might lock, disable or erase the Software; (ii) might prevent COUNTY from fully using the Software; (iii) might require action or intervention by LICENSOR or any other person or entity to allow COUNTY to use the Software; or (iv) might affect the functionality of the Software in any way.

LICENSOR warrants that it has specifically and individually informed COUNTY in writing of the nature of any such devices and the circumstances and conditions which cause such devices to operate, and LICENSOR shall (a) prior to delivery of the Software adjust or disable such devices so as to make them inoperable, and (b) advise COUNTY of the adjustments so made. UNDER NO CIRCUMSTANCES WHATSOEVER SHALL LICENSOR INSERT, ACTIVATE OR OPERATE ANY DEVICE DESCRIBED IN THIS SECTION, NOR SHALL IT DEACTIVATE OR REPOSSESS THE SOFTWARE BY ELECTRONIC MEANS OR OTHERWISE. IF, IN VIOLATION OF THIS SECTION, A DEVICE DESCRIBED IN THIS SECTION IS SO INSTALLED OR ACTIVATED, NOTWITHSTANDING ANY LIMITATION OF LIABILITY IN THIS AGREEMENT, COUNTY SHALL BE ENTITLED TO ALL DIRECT AND CONSEQUENTIAL DAMAGES RESULTING THEREFROM.

14. GENERAL.

a. Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms, and further agrees that this Agreement, Exhibits A and B, the Supplements attached hereto represent the complete and exclusive statement of the agreement between the parties, which supersede and merge all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this Agreement. This Agreement may not be modified or altered except by written instrument duly executed by authorized representatives of both parties.

b. ANYTHING IN THE AGREEMENT TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES WHATSOEVER SHALL COUNTY BE LIABLE TO LICENSOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND WHATSOEVER. IN NO EVENT WHATSOEVER SHALL COUNTY'S LIABILITY TO LICENSOR FOR ANY REASON WHATSOEVER EXCEED IN THE AGGREGATE THE MUTUALLY AGREED TO COMPENSATION FOR PRODUCTS OR SERVICES PROVIDED UNDER THE AGREEMENT.

c. This Agreement and performance hereunder shall be governed by the laws of the State of Illinois without regard to its choice of law principles.

d. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

e. Anything in the Agreement to the contrary notwithstanding, LICENSOR may not assign its duties under the Agreement to any other entity, including an entity which affiliates or merges with or acquires LICENSOR, except when such assignment is approved in advance by COUNTY in writing, which approval COUNTY may in its sole discretion grant or deny.

f. The failure of either party to exercise any right provided for herein shall not be deemed a waiver of any right hereunder.

g. Headings are for the convenience of the parties and shall not be used to construe the terms and conditions of this Agreement.

Cirone Computer Consulting Inc.
40 Dupage Court, Suite 500
Elgin, IL 60120

County of McLean, Illinois
104 W Front St, 7th Floor
Bloomington, IL 61701

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

ATTEST:

Peggy Ann Milton, County Clerk

Exhibit A

Supplement #03001-01

This is a Supplement to Master Software License Agreement #03001, and the Master Software Maintenance Agreement between County of McLean, Illinois (hereinafter called "COUNTY" and Cirone Computer Consulting Inc. (hereinafter called "LICENSOR"

1. Licensed Product Description.

PAMS PRO Upgrade- Phase 2 and Phase 3. Upgrade shall provide the following function(s):

These are phases two and three of a three-phase plan that the Supervisor of Assessments has designed to integrate key Township and County property/assessment information to streamline the McLean County tax cycle.

Phase one has been completed providing a series of three software programs integrated into the Visual PAMSPRO Application to facilitate the migration of information from Visual PAMSPRO based townships and non- Visual PAMSPRO townships (City of Bloomington) to the master Visual PAMSPRO database at McLean County.

McLean County Interface Specifications Phase 2 & 3

Phase 2:

This Phase involves the development of a new program that provides the capability to export all exemption information from the Visual PAMSPRO database to an ASCII file. This program will replace the old interface program MCLEANHIEEXPORT.EXE. The new program will continue to export HIE information as specified in the first interface, but will now be including information related to SCAFE, General Homestead, and Senior Citizen exemptions. The program will also include logic to export only active exemptions for those in effect for the full assessment year and those that are to be partial/prorated for the year.

A new segmented record layout for the ASCII file to be produced will be developed to capture the relevant information for each exemption type. The prior layout for the HIEs will be preserved as the first segment in the record layout. Additional fields to be included to support the General Homestead, and Senior Citizen exemptions will include the following:

- Exemption Type
- Exemption Start Date
- Exemption Status
- Exemption Amount

The interface needs to address the fact that the SA's office is now entering all Senior Tax Freeze exemption information in Visual PAMSPRO, and this information must be added to the existing mainframe export program. The information to be included to support the Senior Tax Freeze exemptions will include the following:

- Exemption Name
- Exemption Status
- Exemption Start Date
- Exemption Amount
- SCAFE Base Year
- SCAFE Base Year Land Value
- SCAFE Base Year Building Value

NOTE: It has been determined that the size of the amount filed in the original export utility was insufficient. This new utility will increase the size of the amount fields from 5 bytes to 10 bytes.

Additionally, the SA's office is relocating the area in Visual PAMSPPro were they currently maintain Loan Codes. This will require that the mainframe export utility be modified to extract the Loan Codes from their new location and handle the conversion of the field from numeric to character representation. The SA has also expressed the desire to move loan code and number to the ownership record, a program to move this information will also be provided.

Phase 3:

The purpose of Phase 3 is provide new and enhance existing functionality to support communication between the McLean County SA office and satellite township offices using Visual PAMSPPro. This phase is broken into two separate functions to be referenced to as Part A and Part B.

Part A --

The first part of phase 3 will involve the exportation of key property data from the county's Visual PAMSPPro database for the townships to upload into their systems. This process will be implemented through the creation of two new programs. The county will run the first program when they wish to send information to a township office. The second program will be used by the townships and will update the township databases with the county information.

Create Export Files for Townships:

This program will be run by the county SA office and will produce a set of tables, which will be shipped via CD, E-Mail, or diskette to the Townships. This program will export information from the following Visual PAMSPRO areas:

- Property,
- Assessment,
- Reason for Change,
- Multi Value Land (Farmland),
- Ownership,
- Exemptions,
- Permits, and
- Sales.

Once the townships receive this information from the county, they can load it into their systems by running the second program. This program will apply the data to the township database using the conventions that have been setup by the Supervisor of Assessments office. The program will allow the townships to selectively choose which data areas from the above list they wish to load into their system

Load County Information into Township Visual PAMSPRO database:

The second program will take the information provided by the county and integrate it into the township Visual PAMSPRO database. The township assessors will select only the tables they wish to update during the upload process. The information to be imported will follow rules, which differ depending on the type of information being uploaded. The rules for updating tables are summarized as follows:

Property Table: Records that do not exist in the township table will be added to its database. The update program will skip any records that are already in existence. This assumes that the township data will be the more recent and is what the township will be certifying to the Supervisor of Assessments.

Assessment Table: Records that do not exist in the township table will be added to its database. Any records that are already in existence will be updated with only the selected fields from the County. The information to be impacted on an edit includes Assessment Property Class and all fields on the assessment record screen related to the SA/EAV, BOR, C of E, PTAB, and OMITTED Assessment Lines.

Reason for Change Table: Records that do not exist in the township table will be added to its database. Any records that are already in existence will be updated with the county record. Only reasons for change generated at the county level will ever be added or updated on the township database.

Multi-Value Land Table (Farmland): Records from the county will always do a direct overwrite of all information in the township database. In addition, totals stored in the property master record will automatically be updated.

Ownership Table: Records from the county will always overwrite all of the information in the township database. In addition, current primary owner information will be updated on the property master record.

Permit Table: Records that do not exist in the township table will be added to its database. Any records that are already in existence will be updated with the county information.

Exemption Table: Records that do not exist in the township table will be added to its database. Any records that are already in existence will be updated with the county information as long as the name of the exemption is not an HIE. Home Improvement Exemptions will always be assumed to be the sole property of the townships since the townships create and maintain them as part of what is submitted to the Supervisor of Assessments in their electronic book submission interface.

Sales Table: Records that do not exist on the township table will be added to its database. Any records that are already in existence will be updated with the county information. It should be noted that the sales information to be used would only be those sales records that have a county transaction number on them.

Part B –

The second part of phase 3 will involve the exportation of building characteristic and graphical data from the township's Visual PAMSPRO database for upload into the McLean County SA Visual PAMSPRO database. This process will be implemented through the creation of two new programs. The townships will run the first program when they wish to send building information to the county. The second program will be used by the county and will update the master county Visual PAMSPRO database with the township building information. This information will include all characteristics listed on pages 1-5 of the building screen, items listed on page 6 of the user defined building characteristics screen, and drawings.

Create Building Export Files for County:

This program will be run by the township assessor's office and will produce a set of tables, which will be shipped via CD, E-Mail, or diskette to the county. This program will export all information from the BUILDING and BLDCHAR tables. The township assessor will have to copy the directory structure and all files composing their drawings to a CD for inclusion with the above-mentioned tables.

Load Township Building Information into County Master Visual PAMSPRO Database:

This program will be run by the SA's office and will load all building characteristics and drawing links from the township into the county's Visual PAMSPRO database. The SA office will have to copy the directory structure and files from the township CD containing the drawings to the appropriate location on its file server using Windows Explorer.

2. Licensed Locations(s) and/or Data Processing Systems(s)

The Licensed location for Program #1 shall be any office or location of assessment within the geographical borders of the COUNTY which in an official capacity submits information for use by the office of the Supervisor of Assessments.

The Licensed location for Programs #2 and Program #3 shall be the primary administrative office for the Supervisor of Assessments for the COUNTY in Bloomington, IL. In the event of a disaster or other occurrence which prevents COUNTY from using the Software at the designated site, COUNTY may, upon advising LICENSOR in writing, temporarily transfer the Software for use at another COUNTY site for a period of up to one hundred eighty (180) days.

All Software shall be compatible with the County Information Network as follows:

Function upon both a Windows NT 4.0 and/or Windows 2000 Network Operating System

Run upon both a Windows NT 4.0 and/or Windows 2000 Server.

Run upon the following workstations: Windows XP, Windows NT 4.0 Workstation, Windows 2000 Workstation
Network Interface Card - Ethernet 10BT/100BT

Failure of compatibility with the foregoing specifications shall entitle COUNTY to a refund of all amounts paid to LICENSOR and the recovery of any and all out-of-pocket costs paid by COUNTY directly or indirectly related to the implementation of the software.

3. Central Location for Communication and/or Delivery of Enhancements

Craig Nelson

Information Services

County of McLean

104 W Front St

Bloomington IL 61701

4. Pricing

Time and materials for all three aforementioned Programs not to exceed \$7500.00

5. Term for Which this Supplement Shall Be Effective

Deliverables shall be received by COUNTY within 45 days of the execution of this instrument.

In the event of any conflicts between this Supplement and the Agreement, the terms of this Supplement shall, for the purposes of this Supplement only, prevail. This Supplement shall become effective on the date the second of the two parties to sign executes this Supplement below.

Cirone Computer Consulting Inc.
40 Dupage Court, Suite 500
Elgin, IL 60120

County of McLean, Illinois
104 W Front St, 7th Floor
Bloomington, IL 61701

Signature

Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

ATTEST:

Peggy Ann Milton, County Clerk



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request Approval of Intergovernmental Agreement
with Tazewell County
for the Sharing of Software to Produce Reports**

May 8, 2003

To the Honorable Members of the Executive Committee:

Information Services requests approval to share with Tazewell County source and application code which has been developed by the McLean County Information Services department.

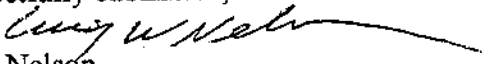
Tazewell County has purchased the same Integrated Justice Information System which McLean County uses, and has requested the use of programs developed by McLean County. Tazewell County has indicated a willingness to compensate our department for their development time.

This agreement has been reviewed by the Civil State's Attorney and meets with that office's approval.

It is our hope that this will be the first in several agreements by which McLean County and other counties may realize cost-savings by sharing the expense of development and effort.

I'll be happy to answer any questions you may have.

Respectfully submitted,


Craig Nelson

Director, Information Services.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
McLEAN COUNTY, ILLINOIS and TAZEWEILL COUNTY, ILLINOIS
TO SHARE REPORTS DEVELOPED FOR
AN INTEGRATED JUSTICE INFORMATION SYSTEM

WHEREAS, McLean County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with Tazewell County; and

WHEREAS, Tazewell County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with McLean County; and

WHEREAS, McLean County and Tazewell County deem it to be in the best interests of the citizens of McLean County and the citizens of Tazewell County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings that can be provided by McLean County; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

McLean County:

1. At its discretion, shall provide to Tazewell County application software source code and executable code authored by employees of McLean County which produces reports based upon the Northrop Grumman Integrated Justice Information System.
2. Will provide a basic description as to the intended use and nature of each program.
3. Will provide information as to what development tools and platforms were used in the creation of the programs (reports).
4. The County of Mclean hereby disclaims with respect to all services, software products, updates or other versions provided hereunder, all express and implied warranties, including any implied warranties of merchantability, title or fitness for a particular purpose.

Tazewell County:

1. Shall reimburse McLean County for each report, at the price of \$160.00 per agreed report.
2. Will be responsible for any modifications, adaptations or applications of the programs needed in order for the programs to suit the purposes and uses of Tazewell County.
3. Will be responsible for any modifications, adaptations or applications of the provided programs due to the installation of any other software or hardware upgrades.
4. Shall be responsible for any of Tazewell County's licensing costs associated either directly or indirectly with the use of the provided programs.
5. Agrees that neither the executable code nor source code shall be released to any other person or entity. Tazewell County will not sell, transfer, publish, disclose, display or otherwise make available the software or copies thereof to any other party other than its own affiliates or employees and shall store the source code in a location not available to the general public.
6. Agrees that acceptance of these reports does not constitute a belief or obligation upon the part of Tazewell County that any of these programs are designed to meet the statutory or legal reporting obligations of Tazewell County.
7. Agrees that no liability will be attributed to McLean County or any of its agents, employees, board members or contractors should these programs (reports) not meet the anticipated needs of Tazewell County.
8. Agrees that no liability will be attributed to McLean County or any of its agents, employees, board members or contractors for any damages sustained by Tazewell County as a result of the implementation, storage or possession of these programs.
9. Agrees that these programs (reports) are provided 'as is' and that McLean County has no obligation to alter, fix or upgrade the delivered software in order to meet the needs of Tazewell County.
10. Acknowledges that McLean County has no obligation to provide updates, fixes, patches or repairs for any report program supplied to Tazewell County.

11. Shall keep confidential any proprietary, business, trade secret, copyright, patent or other such information of the County of McLean, or of any of its vendors, suppliers or agencies which it learns as the result of this agreement.

Tazewell County and McLean County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either County may unilaterally terminate this Agreement without cause with 30 days notice. Either party may terminate this agreement without notice upon a breach of a material term of this agreement.
2. This Intergovernmental Agreement is subject to the approval of the McLean County Board and Tazewell County Board before it becomes effective.
3. Neither party may assign its obligations under this contract without the express written consent of the other party.
4. This agreement is not exclusive to Tazewell County and that the County of McLean may sell the reports and related codes to other parties.
5. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
6. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.
7. Under no circumstances whatsoever shall the County of McLean be liable to Tazewell County for any special, consequential, indirect, circumstantial or incidental damages of any kind. In no event whatsoever shall the County of McLean's liability to Tazewell County for any reason exceed in the aggregate the mutually agreed to compensation for the report provided under this agreement.

Page 4

Tazewell County and McLean County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For Tazewell County:

For McLean County:

James Unsicker, Chairman
Tazewell County Board

Michael Sweeney, Chairman
McLean County Board

ATTEST:

ATTEST:

Christie Webb
Clerk of the Tazewell County Board
Tazewell County, Illinois

Peggy Ann Milton,
Clerk of the McLean County Board
McLean County, Illinois

AN ORDINANCE PROVIDING FOR THE ABATEMENT OF A DIRECT ANNUAL
TAX SUFFICIENT TO PAY THE RENT PAYABLE UNDER A LEASE AGREEMENT
TO BE ENTERED INTO BY AND BETWEEN THE PUBLIC BUILDING
COMMISSION OF MCLEAN COUNTY, ILLINOIS, AS LESSOR, AND THE
COUNTY OF MCLEAN, ILLINOIS, AND THE CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS, AS LESSEES

WHEREAS, the Public Building Commission of McLean County, Illinois (the "Commission"), a municipal corporation heretofore duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), was incorporated for the purpose of making possible the construction, acquisition or enlargement of public improvements, buildings and facilities; and

WHEREAS, it is now hereby determined that it is necessary and in the best interests of The County of McLean, Illinois (the "County"), that the Commission acquire and improve an office building and related facilities as described in the Lease (as hereinafter defined) (the "Project"), and that the project be leased by the Commission to the County and the City of Bloomington, McLean county, Illinois (the "City"), in accordance with the terms of the Act; and

WHEREAS, the Commission has heretofore selected, located and designed an area described and set forth in the Lease (the "Site"), lying wholly within the City, the same being the county seat of the County, as the site for the Project; and

WHEREAS, it has heretofore been determined as is now hereby determined that it is necessary and in the best interests of the County that the Project be provided and that the Site therefore has heretofore been and is hereby approved; and

WHEREAS, the County, the City and the Commission propose to enter into a Lease Agreement (the "Lease"), a copy of which is attached hereto as *Exhibit A*, providing for the payment by the County to the Commission of rentals for the use and occupancy of the Project by the County, in accordance with the terms and provisions of the Act; and

WHEREAS, in and by Section 18 of the Act, if a municipal corporation having taxing powers enters into a lease with a Public Building Commission, the governing body of such municipal corporation is required to provide by ordinance for the levy and collection of a direct annual tax sufficient to pay the rent payable under such lease as when it becomes due and payable; and

WHEREAS, Section 18 of the Act also requires that a public hearing be held regarding the Lease (the "PBC Hearing") before the County Clerk of the County can extend taxes levied to pay the lease payments and that notice of a public hearing to discuss the Lease be published in a newspaper published in or of general circulation within the County at least 15 days prior to the date set for the PBC Hearing; and

WHEREAS, notice of the PBC Hearing was given by publication at least once at least 15 days before the PBC Hearing in The Pantagraph, the same being a newspaper published in the County; and

WHEREAS, the PBC Hearing was held on the 16th day of October, 2001, and at the PBC Hearing all persons residing or owning property in the County had the opportunity to be heard orally, in writing, or both; and

WHEREAS, pursuant to and in accordance with the provisions of the Bond Issue Notification Act of the State of Illinois, as amended, the County Board of the County (the "County Board") adopted an ordinance calling a public hearing (the "BINA Hearing") for the 16th day of October, 2001, concerning the intent of the County Board to enter into the Lease; and

WHEREAS, notice of the BINA Hearing was given by (i) publication at least once not less than seven (7) no more than thirty (30) days before the date of the BINA Hearing in The Pantagraph, the same being a newspaper of general circulation in the County, and (ii) posting said notice at least 48 hours before the Hearing was held at the principal office of the County Board; and

WHEREAS, the BINA Hearing was held on the 16th day of October 2001, and at the BINA Hearing, the County Board explained the reasons for the Lease and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits; and

WHEREAS, the BINA Hearing was finally adjourned on the 16th day of October, 2001:

NOW, THEREFORE, Be It Ordained by the County Board of The County of McLean, Illinois, as follows:

Section 1. INCORPORATION OF PREAMBLES. The County Board hereby finds that all of the recitals contained the preambles to this Ordinance are full, true and corrected and does incorporate them into this Ordinance by this reference.

Section 2. TAX LEVY. For the purpose of paying the annual rent payable under the Lease, the County previously approved and levied a direct annual tax upon all the taxable property in the County; to wit:

TAX LEVY YEAR

A TAX SUFFICIENT TO
PRODUCE THE SUM OF

2002

\$919,685.00

Section 3. ABATEMENT OF TAX LEVY. For the purpose of allocating the County's share of the annual rent payable under the Lease, there shall be and there is hereby adopted an abatement in the amount of \$626,592.00 of the direct annual tax upon all the taxable property in the County, to wit:

TAX LEVY YEAR

ABATEMENT OF
TAX LEVY

A TAX SUFFICIENT
TO PRODUCE THE
SUM OF

2002

\$626,592.00

\$293,093.00

Section 4. FILING OF ORDINANCE. The County Clerk of the County (the "County Clerk"), as keeper of the records and files of the County, be and is hereby ordered and directed to file a certified copy of this Ordinance, having attached thereto a certified copy of the Lease, with the County Clerk, as tax extension officer of the County, which shall constitute the authority for the County Clerk to extend the tax annually, as provided for in and by this Ordinance, to pay the annual rent payable under the Lease by the County, as and when it becomes due and payable, and the County Clerk shall ascertain the rate per cent which, upon the value of all property subject to taxation within the County for levy in each of the years 2001 to 2020, inclusive, as that property is assessed or equalized by the Department of Revenue of the State of Illinois, will produce a net amount of not less than the amounts provided for in and by this Ordinance and being the annual rent provided for and reserved in the Lease, and it shall be the duty of the County Clerk annually during the term of the Lease to extend said taxes against all the taxable property contained in the County as herein provided, and sufficient to pay the annual rental reserved in the Lease. Such tax shall be levied and collected in like manner with the other taxes of the County, and shall not be included within any statutory limitation of rate or amount, but shall be excluded therefrom and be in addition thereto and in excess thereof.

Section 5. APPROVAL OF THE LEASE. The Lease and all the terms and provisions thereof are hereby ratified, confirmed, and approved and the execution thereof by the Chairman of the County Board (the "Chairman") and the County Clerk is hereby ratified, confirmed and approved. Title to the Site shall be as provided in the Lease. The County hereby requests the Commission to issue the bonds of the Commission described in the Lease (the "Bonds").

Section 6. ALLOCATION OF BENEFITS. Both the County and the City will receive benefits from the issue of the Bonds and in particular from the series in the principal amount of \$10,000,000 designated as the "Series 2001 Bonds," and the County and the City have irrevocably agreed that \$5,000,000 of the Series 2001 Bonds shall be allocated to the County and \$5,000,000 of the Series 2001 Bonds shall be allocated to the City for purposes of Section 265(b)(3)(C)(iii) of the Internal Revenue Code of 1986, as amended (the "Code"). It is hereby found and determined that such allocation bears a reasonable relationship to the respective benefits received by the County and the City from the issue of the Series 2001 Bonds and that only \$5,000,000 of the Series 2001 Bonds shall be taken into account under Section 265(b)(3)(C)(i) of the Code with respect to the County. The balance of the Bonds in the principal amount of \$1,000,000 are being issued on a taxable basis and as such do not require an allocation of benefits.

Section 7. CONTINUING DISCLOSURE UNDERTAKING. The Chairman is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking (the "Continuing Disclosure Undertaking") in connection with the issuance of the Bonds, with such provisions therein as he shall approve, his execution thereof to constitute conclusive evidence of his approval of such provisions. When the Continuing Disclosure Undertaking is executed and delivered on behalf on the County as herein provided, the Continuing Disclosure Undertaking will be binding on the County and the officers, employees authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of the Ordinance, the sole remedies for failure to comply with the Continuing Disclosure Undertaking shall be the ability of the beneficial owner of any Bond to seek mandamus or specific performance by court order, to cause the County to comply with its obligations under the Continuing Disclosure Undertaking.

Section 8. SEVERABILITY. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

Section 9. REPEALER AND EFFECTIVE DATE. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted May 20, 2003.

Approved:

Michael F. Sweeney, Chairman
McLean County Board

Attested:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Ad Hoc Radio Committee Final Report & Recommendation of StarCom21 System

Our Charge

The motion passed at the January, 2003 meeting of the County Board identified the following three charges as it created the "Ad Hoc" Committee on Emergency Communications and Dispatch:

- Evaluate ongoing emergency communication issues for the Sheriff's Department and the rural communities;
- Review the Intergovernmental Agreement establishing MetCom;
- Present reports and recommendations to the County Board at the regular March, 2003 meeting.

Chairman Sweeney appointed Matt Sorensen to chair the Ad Hoc Radio Committee, Tari Renner to serve as vice-chair, and Susie Johnson, Stan Hoselton and Dave Selzer.

The Ad Hoc Committee met eight times to gather, question, and reconcile data from past vendors, possible future vendors, interested experts, users of the current and future radio systems and public officials. All of the information presented to the committee or gathered by the committee is available for review in the McLean County Administrator's Office.

The Committee submitted two interim reports to the County Board. The second report (March) addressed the MetCom Intergovernmental Agreement. This final report addresses only the remaining charge having to do with the emergency communications radio system.

Technical Recommendation

A new radio system should meet the needs criteria outlined by the MetCom/ETSB Select Committee in their final report. The Select Committee consisted of:

Dave Owens, Chairman
Mark Peterson
John Zeunik
Dennis Powell
Bill Mathews
Roger Aikin

Sheriff, McLean County
City Manager, Town of Normal
County Administrator, McLean County
McLean County Fire Chiefs Association
Communications Director, Town of Normal
Chief, Bloomington Police Department

The Select Committee's specific criteria included:

- A new system should be APCO Project 25 compliant, which includes technical requirements for a non-proprietary digital, trunked system
- A new system should have full interoperability among emergency and non-emergency agencies (150 MHz, 400 MHz, 700 MHz, 800 MHz)
- A new system should have as close to 100% coverage as possible, both in-building and outside coverage

The committee considered the following technical solutions to achieve these criteria:

- Enhance the current EF Johnson 800 MHz analog system to improve coverage
- Subscribe to the Cleartalk 800 MHz analog system (owned by Rural Power Companies)
- Purchase and build a new system (proposed by Hill Radio)
- Subscribe to the StarCom21 800 MHz digital system (owned by Motorola)

The committee recommends Starcom 21 as the preferred solution for the Sheriff's Department and rural agencies, and as the long-term solution for all City/Town/County agencies. There are several reasons for this recommendation:

- Starcom 21 is the only system which meets all the criteria set forth by the MetCom/ETSB Select Committee
- Starcom 21 is the only system that meets the requirements of the Homeland Security Act for federal funding; it is APCO 25 compliant, it is non-proprietary and it is digital and has trunking capability
- Starcom 21 has already been competitively bid and selected by the State Department of Central Management Services; it can be acquired by McLean County without the time and cost of conducting a bid process
- Starcom 21 is the only system that offers a true County-wide solution without the need for extensive additional infrastructure investment

The committee recommends that formal negotiations with Motorola commence immediately to finalize a Contract Agreement for providing Starcom 21 service to the Sheriff's Department, rural police agencies, and any other interested police/fire/EMS agencies in McLean County. Close oversight and accountability for completion will be vested in the McLean County Board, Normal Town Council, and Bloomington City Council – All understand that time is of the essence.

The committee recommends that key elements of the contract negotiation and resulting contract include:

- Engineering and design services, including an assessment of needs for each agency
- Final pricing and financing for acquisition of needed equipment
- Final subscription pricing structures that recognize the different needs and uses of all users
- Timetable for testing of system
- Interoperability engineering/hardware/training to enable cross band communication between remaining rural fire and EMS radio systems and other emergency services systems that will continue to be used within the county, and the new system.
- Timetable for final acceptance/rejection of system
- Contract guarantees – requirements for mobile and portable radios, both open air and in-building coverage
- Defined pricing for site specific users (one tower, two tower, one zone, etc.)
- Pricing inducements – if currently licensed 800 MHz frequencies or existing tower sites are used, participation in future marketing of system, and early subscriber inducements

Financial Recommendations

Several key financial issues remain at this time:

- The exact number of user agencies and the number of units required will not be precisely known until user needs assessments are completed
- The need for additional system infrastructure and associated costs has not yet been determined
- Vendor pricing negotiations have not been completed
- Available funds from the Federal Government and State agencies have not yet been “earmarked” or appropriated for this project

The Committee's preliminary financial recommendations are:

MetCom will own and operate the system. A contract for acquisition and subscription costs will be negotiated by a team appointed by County Board Chairman, Mike Sweeney. We will aggressively seek federal and state funding for acquisition costs. We will develop a subscription cost subsidy using the following existing resources:

ETSB Debt Service payments	\$350,000
ETSB Maintenance Costs	100,000
MetCom Maintenance Costs	50,000

In addition to the \$500,000 identified from current annual spending, ETSB may be called upon to commit support from their current cash reserves toward the initial purchase/lease of equipment to augment additional outside funding sources as they are identified. The Committee believes that at least \$600,000 can be allocated to lease/purchase payments over the next several years for equipment acquisition.

It is imperative that our technical recommendation and local financial commitment obtain visible and community-wide support. Federal and State funding opportunities will be maximized if we speak with a single voice that has the backing of the County's entire political and law enforcement leadership. We recommend that County Board Chairman Mike Sweeney and County Sheriff Dave Owens lead the effort to secure State and Federal financial support for this project.

Conclusion

In closing the committee wishes to publicly and formally thank all of the vendors, experts, and public officials who provided information to the committee. We also thank the dedicated men and women of the various emergency services agencies -- telecommunicators, police officers, and fire and rescue personnel -- for their input and patience as we have tried to navigate the details of bringing a long-term solution to McLean County as quickly as possible.

In particular the committee would like to thank Sheriff Owens for chairing the joint MetCom/ETSB Select Committee and Chief Dennis Powell as chairman of ETSB. These men have given a great deal of time to the effort and displayed an intense desire to reach the right solution for all of McLean County.

The committee will be available for questions at the May 20, 2003 McLean County Board meeting.

Information Services Status Report

May 13, 2003

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Please find below a summary of Information Services activities since my last report in January of 2003.

General Administration:

Attended Digital Advisory Conference in Springfield, met new state CIO.
Continued working on RFP for new Property Tax System
Continued coordination of multi-departmental Crystal Reports training classes
Attended New World Customer Conference.
Worked on finding phone lead for Govt Ctr project.
Worked on cable & hardware needs for Govt Ctr.
Worked on IJIS contract possibilities

Hardware/Network

Planning Windows 2000 Upgrade and testing
Installed under-floor cable mgmt materials for computer room
Installed new web server
Installed ANI/ALI database for County 911 compliance

Programming/Database/Web

Awaiting results of testing ADR for Circuit Clerk's office
Added credit card payment for property taxes to website.
Developing public access by web for Circuit Clerk's system

Respectfully submitted,
Craig Nelson
Director of McLean County Information Services



Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: April 23, 2003

Subj: Repair and Restoration of Dome and Roof Areas of old Courthouse

On September 17, 2002, McLean County, as grant fiscal agent, and the McLean County Museum of History, as grantee, submitted a grant application to the Illinois Department of Natural Resources (hereinafter "IDNR"), for consideration of seeking grant funding from the available \$36 Million Dollar 2003 Public Museum Capital Grants Program to assist with the costs of performing needed repairs to the old McLean County Courthouse, 200 N. Main Street, Bloomington, Illinois. The August 28, 2002, report prepared by Wiss, Janney, Elstner, Associates, Inc., Chicago, Illinois, and previously reviewed by the Property Committee, identified the entire estimated repair cost to perform these needed repairs to the old McLean Courthouse to be \$2,770,401.00.

On December 10, 2002, it was announced by IDNA that our grant application was approved for a total grant award of \$500,00.00. IDNR, in their award, specified that the grant money can only be used for "Repair and Restoration of the Dome and Roof Areas of the McLean County Museum of History".

Under conditions of all Public Museum Capital grants, requests for payment of awarded grant monies can only be requested by submitting all required payment request documents when fifty percent (50%) of the grant award monies are spent and then at one hundred percent (100%) of grant award monies spent. Simply put, we can only be reimbursed twice. The first and last reimbursement payment will each be \$250,000.00. This means the County would have to fund the project until payments are received from the state of Illinois.

On Tuesday, April 15, 2003, an agreement between the County of McLean and the McLean County Public Building Commission was approved whereby the "PBC" would fund the repairs during the life of the project. When state reimbursement checks are received, the County would reimburse the PBC.

Repair and Restoration of Dome and Roof Areas of the old Courthouse

April 23, 2003

Page two

Stipulations of the grant permit professional architectural fees to be reimbursed as part of the grant. Enclosed for your consideration is the Wiss, Janney, Elstner, Inc. AIA contract to develop professional plans, drawings, and specifications necessary to bid the project and serve as project manager during the life of the project. This firm has extensive experience with historical restoration and repair of courthouse buildings. Under the proposal, WJE will perform this work for a Design and Construction Administration fee of \$93,500.00. The remaining grant amount of \$406,500.00 is therefore the maximum amount that can be awarded for the actual dome and roof repairs. Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed the enclosed contract and attachments and concurs that these documents are consistent in scope for the work being proposed by WJE.

Mr. Greg Koos, Executive Director of the McLean Count Museum of History, endorses WJE being the awarded firm to perform this professional architectural service.

Mr. Jeff Koerber, AIA, Project Manager with WJE, is present this evening to explain their proposal and answer any questions you may have.

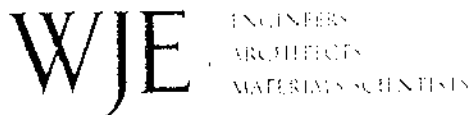
In order for this project to now proceed, the next step is to contract with WJE so they can begin their work to develop the necessary bid documents for submission to the state of Illinois for approval, so the project can then proceed to be bid by qualified contractors.

Facilities Management submits this item for your kind consideration and approval.

Thank you.

JEM:
Enclosures

Cc: Mr. Greg Koos, Executive Director, McLean County Museum of History



Wiss, Janney, Elstner Associates, Inc.
120 North LaSalle Street, Suite 2000
Chicago, Illinois 60602
312.372.0555 tel | 312.372.0873 fax
www.wje.com

Via: Federal Express

22 April 2003

Mr. Jack Moody
Facilities Manager
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

Re: Dome and Roof Repair and Restoration
Old McLean County Courthouse, Bloomington, Illinois

Dear Mr. Moody:

Wiss, Janney, Elstner Associates Inc. (WJE) has prepared the enclosed draft agreement to prepare Construction Documents and Construction Administration for the repair and restoration of the dome and roof on the Old McLean County Courthouse in Bloomington, Illinois. A proposal for these services, a resubmittal of our proposal dated 31 December 2003, is enclosed as Exhibit A to the draft agreement utilizing AIA Document B151, "Abbreviated Form of Agreement Between Owner and Architect for Construction Projects of Limited Scope."

Please review the draft agreement based on AIA B151. We have edited our Standard Terms and Conditions, dated 28 May 2001 and included as an attachment to our proposal in Exhibit A. Should you wish to delete or alter any of the clauses in the draft agreement (AIA B151) or the WJE Standard Terms and Conditions, please contact me.

AIA Document B151 refers throughout to AIA Document A201, "General Conditions of the Contract for Construction." This is the document that we would propose as part of the agreement between the owner and contractor, unless McLean County has their own general conditions for construction projects. AIA A201 would be included in the Project Manual along with the technical specifications. We have included a copy of AIA A201 for your preliminary review. We do not, however, expect you to provide any detailed comments on AIA A201 at the same time when you are reviewing the contract. There would be time for you to review A201 during the period we are preparing the repair documents for the project (outlined in the proposal as a ten week time frame).

We look forward to assisting McLean County with the restoration and repair of the Old McLean County Courthouse.

RECEIVED

APR 23 2003

Facilities Mgt. Div.

WJE

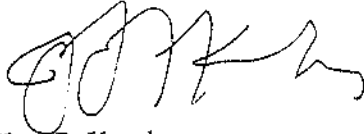
ENGINEERS
ARCHITECTS
MATERIAL SCIENTISTS

Mr. Jack Moody
McLean County
22 April 2003
Page 2

Please call me if you have any questions.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.



Jeffrey P. Koerber
Project Manager

JPK:mk

Enclosures

cc: Greg Koos - McLean County Museum of History
Diane R. Bostic - McLean County Property Committee



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, Illinois 60602
312.372.0555 tel | 312.372.0873 fax
www.wje.com

MEMORANDUM

Via: E-mail
To: Jack Moody McLean County (309) 888-5209
From: Jeff Koerber
Date: 23 April 2003
Project: Dome and Roof Repair and Restoration
Old McLean County Courthouse, Bloomington, Illinois
WJE No. 2001.3337
Subject: Preliminary Schedule

At your request, I am forwarding a preliminary schedule for the development of construction documents, assistance during bidding, and possible date for initiation of construction work under the DNR grant funding.

- 1 May 2003: WJE to attend Property Committee meeting to answer questions on proposal and contract for services
- 20 May 2003: McLean County Board meeting to review and approve contract for WJE's services
- 21 May through 28 July 2003 (ten week time period): preparation of construction documents by WJE for the grant funded project (items 1 through 4 under WJE's scope of services)
During this ten week time window, progress meetings and interim reviews will be scheduled with McLean County and museum officials. Also during this period, a pre-qualification process for contractors to bid the work as recommended by WJE will take place.
- 29 July through 29 August 2003: review of construction documents by Illinois Department of Natural Resources and Illinois Historic Preservation Agency
- 1 September through 5 September 2003: incorporation of comments from Illinois Department of Natural Resources and Illinois Historic Preservation Agency on the construction documents by WJE
- 8 September 2003: release of the construction documents to pre-qualified contractors
- 3 October 2003: return of bids for the grant funded repair work
- 6 October through 10 October 2003: review of bids by WJE and the owner; determination of final repair scope (base bid plus alternates) based on bid prices and available budget
- 1 November 2003: signing of construction contract
- November 2003 through February 2004: review of submittals and shop drawings from the construction contractor by WJE and the owner
- March 2004: initiation of construction work
- August 2004: substantial completion of construction work

Please understand that this preliminary schedule is based on several assumptions, including review time by state agencies and contract negotiation and approval times. Please contact me if you have any questions.



ENGINEERS
ARCHITECTS
MATERIALS SCIENTISTS

Wiss, Janney, Elstner Associates, Inc.
120 North LaSalle Street, Suite 2000
Chicago, Illinois 60602
312.372.0555 tel | 312.372.0873 fax
www.wje.com

22 April 2003

Mr. Jack Moody, Facilities Manager
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

Re: Dome and Roof Repair and Restoration
Old McLean County Courthouse, Bloomington, Illinois
WJE No. 2001.3337

Dear Mr. Moody:

Wiss, Janney, Elstner Associates, Inc. (WJE) congratulates McLean County on receiving a grant from the Illinois Department of Natural Resources (DNR) for the repair of the dome and building roof on the Old McLean County Courthouse. We understand that the grant is part of the Public Museum Capital Grants Program administered by DNR, and that it has been awarded specifically for the repair of the building's dome and roofing system. This proposal, a resubmittal of our earlier proposal dated 31 December 2002, addresses the development of construction documents, assistance during bidding, and construction observation services. Because this proposal addresses only the repair of the dome and roofing system, we will be preparing a separate correspondence on the subject of the other repairs required at the Old Courthouse.

Scope of Repair Work

Before outlining the scope of proposed services, the exact scope of repairs needs to be defined. Our report titled "Old McLean County Courthouse—Limited Exterior Envelope Investigation," dated 28 August 2002 outlined repairs in three phases of work, prioritized according the level of existing distress, urgency for repair, and reasonable construction sequence for implementing repairs. The repair of the dome and roofing on the building, stipulated by DNR in their grant, places items listed by WJE as Phase 2 and 3 work items (for recommended implementation between 2004 and 2007) at the start of repairs on the building. The copper sheet metal clad dome has numerous deteriorated conditions. Therefore, its repair or replacement was listed as a phase 2 work item in our August 2000 report.

We do not, however, recommend implementing replacement of the main roof level membrane system until *after* the long term masonry repairs are implemented to the dome drum (the limestone clad portion of the dome). This is recommended in our 28 August 2002 report (see page 33). Damage to the roof system may occur during the implementation of masonry repairs, and it would be better to patch the existing roofing system rather than to patch a new roofing system. Although the main roof level membrane is reaching the end of its service life, it is likely that replacement could be deferred as recommended in our report and the repair (or, as a minimum, stabilization) of the dome drum is a more critical repair item. Other Phase 1 repair items in this region of the building include the stabilization of the limestone balustrade at the roof edge (which should be repaired during later phases of repair work) and the replacement of the cornice gutter lining.

Given that the grant, totaling \$500,000, is to include construction work, contingency, and design fees, only a limited amount of repairs can be implemented. Based on the cost estimate prepared by our subconsultant during the preparation of our report, it is likely that replacement of the copper dome, repair of the dome drum, stabilization of the limestone balustrade, and replacement of the cornice gutter could be performed.

In order to insure that the bids for the project fall within the grant amount, however, a portion of the repair scope could be included as base bid work. The remaining repair items would be included as alternates, and selected items could be left out if the base bids are too high. Based on this approach, we recommend the following scope of repair work:

Base Bid Work

1. Removal of the bird guano and existing plaster ceiling from the dome attic space and lantern.
2. Replacement of the copper sheet metal dome cladding, including repair/replacement of the lantern, and re-anchoring the lantern bell.
3. Stabilization of the dome drum limestone cladding.
4. Stabilization of the limestone balustrade.

Alternates

1. Repair of the dome drum limestone cladding (in lieu of stabilization).
2. Replacement of the cornice gutter lining.
3. Additional minor items to be determined during the course of document preparation.

We should note that the design services required for the replacement of the dome cladding are the most difficult and involved of the entire scope of repairs recommended in our report of 28 August 2002. Therefore, the design fees for this work reflect this difficulty. A breakdown based on the opinions of probable construction costs for these items follows at the end of this proposal. As stated in the opening paragraph of this letter, the balance of the repair items, falling into our recommended Phases 1, 2, and 3, will be discussed in a separate correspondence.

Scope of Services

WJE will perform the following services:

1. **Drawing Review and Baseline Drawing Development.** Review available drawings for the building and develop baseline details of existing conditions. These baseline details will supplement the drawings developed during our investigation of the building.
2. **Field Survey.** To supplement the information gathered during the investigation and allow for a structural analysis of the dome, field survey will be performed to document the dimensions of the existing steel framing members of the dome. Other existing conditions will be documented further to aid in the preparation of repair documents.

3. **Construction Documents.** Prepare Contract Documents, including construction drawings, technical specifications, general conditions for the construction contract, and bidding forms for the scope of repair work outlined above. During the preparation of the construction documents, WJE will attend up to three meetings with McLean County and McLean County Museum of History personnel in Bloomington.
4. **Cost Estimating Services.** WJE will engage the services of a cost estimating consultant to assist in preparing opinions of probable construction cost to check that the amount of repair work shown on the documents will fall within the grant amount. This service will be performed when the construction documents are at the 90 percent complete stage to allow changes prior to bidding.
5. **Bidding and Contract Award.** Assist McLean County during bidding by answering questions from contractors and other bidders and preparing addenda, if required. WJE will attend a pre-bid meeting prior to the receipt of bids to walk through the project site. Assist McLean County by reviewing bid proposal and make recommendations for the award of the contract.
6. **Construction Administration.** Assist McLean County with the following services:
 - a. Participate in a pre-construction meeting.
 - b. Review submittals for conformance with the Contract Documents.
 - c. Attend monthly construction meetings.
 - d. Make periodic site visits to review compliance with the Contract Documents. For purposes of this proposal, a five month construction period with four one-day visits monthly are assumed.
 - e. Review applications for payment from the contractor.
 - f. Perform a punch list inspection at substantial completion.

Fee Proposal

For items 1 through 3 (construction document preparation) in the scope of services outlined above, we propose a not to exceed contract amount of \$52,000 in fees plus not to exceed contract amount of \$7,000 in expenses. Expenses include cost estimating services, travel and per diem for item 2, drawing reproduction, postage, and photographic costs. Completion of items 1 through 3 will take 10 weeks from notice to proceed with the work.

For items 4 and 5 (bidding and construction administration services) in the scope of services outlined above, we propose a not to exceed contract amount of \$31,000 in fees plus not to exceed contract amount of \$3,500 in expenses. Expenses include travel and per diem for items 4 and 5, drawing reproduction, postage, and photographic costs.

All work will be performed in accordance with our Standard Terms and Conditions dated 28 May 2001, a copy of which is attached.

Budgeting of Grant Amount

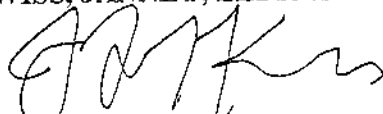
The following breakdown is based on the scope of repair work described above and the opinion of probable construction cost provided in our report of 28 August 2002. (Please note that these cost figures are preliminary and do not represent the actual costs determined by bidding to contractors.) The itemized budgeted amount includes general conditions, overhead, and profit of 20 percent; contingency is added as separate line items as shown below. As discussed above, a portion of the repair scope is included as base bid work and the remainder as alternates.

<i>Base Bid Work</i>	<i>Budgeted Amount</i>
Removal of the bird guano from the dome attic and lantern	\$ 4,800
Repair and replacement of the dome cladding, including repair of the lantern	180,700
Stabilization of the limestone dome drum cladding	15,000
Stabilization of the limestone balustrade	30,000
<i>Contingency</i>	
15 percent design contingency	34,575
15 percent construction contingency	39,760
<i>Design and Construction Administration Fee</i>	93,500
<i>Subtotal</i>	\$ 398,335
<i>Alternates (includes contingency)</i>	
No. 1: Repair of the limestone dome drum cladding (in lieu of stabilization as listed above)	\$ 98,665 (15,000)
No. 2: Repair of the cornice gutter lining	18,000
<i>Total</i>	\$ 500,000

We look forward to continuing to assist McLean County with the preservation of the Old Courthouse. Please contact us if you have any questions.

Very truly yours,

WISS, JANNEY, ELSTNER ASSOCIATES, INC.


Jeffrey P. Koerber
Project Manager

JPK:mk

Encloures

cc: Greg Koos - McLean County Museum of History
Diane R. Bostic - McLean County Property Committee



STANDARD TERMS AND CONDITIONS

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May 28, 2001

These Standard Terms and Conditions shall continue in full force and effect during, and after the completion or termination of, Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) employment. These Standard Terms and Conditions shall control any conflicting term or condition unless WJE agrees otherwise in writing.

PERFORMANCE

WJE and its employees will exercise the degree of skill and care expected by customarily accepted practices and procedures. No warranties, expressed or implied, are made with respect to WJE's performance, unless agreed to in writing. WJE is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the client. WJE is not responsible for acts or omissions of the client, nor for third parties not under its direct control. WJE shall not be liable for any reason for any special, indirect or consequential damages including loss of use and loss of profit. WJE will take reasonable precautions to minimize any damage to the client's property during conduct of any WJE field work and testing. ~~The client understands that in the normal course of this type of work some damage may occur, liability for which damage is not part of this agreement.~~ WJE may rely upon information supplied by the client engaging WJE, or the contractors or consultants involved, or information available from generally accepted reputable sources, without independent verification. WJE services are being performed solely for client's benefit and no contractor, subcontractor, supplier, fabricator, manufacturer, tenant, occupant, consultant, or other third party shall have any claim against WJE as a result of its services.

WJE shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and safety programs in connection with the project, since these are solely the responsibility of others. WJE shall not be responsible for the contractor's schedules or failure to carry out the project in accordance with contract documents. WJE shall not have control over or charge of acts or omissions of the contractor, subcontractor, or their agents or employees, or of any other non-WJE persons performing portions of the project.

USE OF REPORTS, DRAWINGS AND ELECTRONIC MEDIA

WJE retains ownership of letters, reports, drawings, specifications, photographs, test data, notes and other work product it has created. These documents or parts thereof may not be reproduced in advertisements, brochures, or sales material, nor used by the client for any purpose other than the purpose for which they were prepared, nor by third parties, without the written permission of WJE. Conclusions by WJE based on test results are limited to the specific conditions for which the tests were performed. In the event that WJE work product is stored or transmitted by some form of electronic media, the client agrees that WJE shall not be held liable for the completeness, transmission, accuracy or longevity of these materials, nor for misuse thereof.

PROPOSALS

Proposals expire 120 days after submission to a client unless a different expiration limit is included in the proposal. WJE may withdraw or modify a proposal at any time prior to

acceptance by the client. All fees and expenses quoted in proposals or stated in invoices are exclusive (net) of local or county excise and other business or business license taxes. The client represents it is aware of all such taxes and shall reimburse WJE upon presentation by WJE of the cost of such taxes by an invoice within one year of completion of services.

CLIENT DUTIES

In order for WJE to perform the services requested, the client shall, at no expense to WJE, (1) provide all necessary information regarding client's requirements as necessary for orderly progress of the work, (2) designate in writing a person to act as client's representative for services to be rendered under this Agreement, which person shall have authority to transmit instructions, receive instructions and information, interpret and define client's policies and requests for WJE's services, and (3) provide access to and make all provisions for WJE to enter, without cost, limitation or burden to WJE, publicly or privately owned property as required to perform the work, including the use of scaffolds or similar mechanical contrivances.

SAFETY

Field work of WJE will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions. WJE is not responsible for the safety of other persons or property.

HAZARDOUS MATERIALS

If WJE encounters, or reasonably suspects that it has encountered, hazardous materials in the project, WJE shall cease activity on the project and promptly notify the client. The client shall initiate action, where appropriate, to identify and investigate the nature and extent of hazardous materials in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. Unless otherwise specially provided in writing, the services to be provided by WJE do not include identification of hazardous materials, and WJE has no duty to identify or attempt to identify the same within the area of the project.

It is further understood and agreed that services WJE will undertake for the client may be uninsurable obligations involving the presence or potential presence of hazardous materials. Therefore, the client agrees, except (1) such liability as may arise out of WJE's sole negligence in the performance of services under this agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WJE and its employees, subcontractors and agents from and against any and all claims, lawsuits, damages, liability and costs, including but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of hazardous materials. This indemnification applies only to

STANDARD TERMS AND CONDITIONS

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existing conditions and not to conditions caused or created by WJE. "Hazardous materials" includes, but is not limited to, any substance, waste, pollutant (including mold and mildew) or contaminant, in whatever form, now or hereafter included with such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

SUSPENSION OF SERVICES

If the client fails to make payment when due for WJE's services and expenses, WJE may, upon seven days' written notice to the client, suspend performance of services under this Agreement. Unless payment in full is received by WJE within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, WJE shall have no liability to the client for delay or damage caused the client because of such suspension of services.

FIXED PRICE CONTRACTS

Where WJE and the client have agreed to a fixed price contract, the following WJE Standard Terms and Conditions are specifically excluded: Time Charges, Expenses, Equipment Usage, Affiliated Consultants, and Subcontracted Services. Progress payments will be made monthly as a percent of completion unless otherwise arranged with the client. Other WJE Standard Terms and Conditions stated herein remain in effect.

~~TIME CHARGES~~

~~Time charges are assessed on an hourly basis, unless other arrangements are established. Minimum time charges for personnel at a job site are 3 hours per day, unless time can be utilized on another job. Hourly rates are not increased for overtime. Billing rates may be increased annually.~~

~~EXPENSES~~

~~Public transportation, subsistence and out of pocket expenses incurred during travel, communications, reproduction and shipping charges will be billed at cost plus 5% (invoiced as an expense service fee.) Use of company or personal vehicles are billed at \$0.40 per mile.~~

~~Expanded materials for field and laboratory investigations, rental equipment, and fees advanced on client's behalf will be billed at cost plus 10% (invoiced as an expense service fee.)~~

~~Clients may be charged for the cost of providing copies of receipts or detailed "back-up" information concerning expenses.~~

~~EQUIPMENT USAGE~~

~~WJE equipment used in field or laboratory work is billed at approximately 1% of the replacement cost per day, subject to adjustment for minimum or extended usage.~~

~~AFFILIATED CONSULTANTS~~

~~WJE retains certain affiliated consultants as independent contractors. These affiliated consultants are billed at rates equivalent to WJE employees of similar education and professional experience.~~

STORAGE

Material samples not consumed in WJE's work will be discarded 30 days after completion of the project unless the client requests other disposition. Charges will be made for extended storage of materials, records, or equipment. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage.

~~SUBCONTRACTED SERVICES~~

~~Services are billed at cost plus 10% if the subcontracted firm has at least \$500,000 of Professional/General Liability Insurance, otherwise cost is marked up 20%.~~

~~SUSPENSES AND COURT ORDERS~~

~~The client is responsible, after notification, for payment of time charges, attorney fees and other expenses resulting from a required response to subpoenas or court orders issued at the request of any party concerning any part of WJE's work. Charges are based on billing rates in effect at the time of WJE's response.~~

DISPUTE RESOLUTION

Any dispute that should arise between the client and WJE shall first try to be resolved through mediation. The mediator shall be mutually agreed upon and chosen from a list provided by the American Arbitration Association or other source of experienced professional mediators.

INSURANCE

WJE is protected for general, automobile, workers' compensation and employers' liability coverage by policies written by national insurance carriers rated by the A.M. Best Company. The primary limits are \$1,000,000 with a \$2,000,000 aggregate on general liability. Excess coverage applies to exposures over \$1,000,000. Endorsements are not allowed. Coverage is subject to annual renewal. Increased coverage will be sought if requested. Charges for additional coverage will be billed to the client.

BILLING TERMS

The firm or individual engaging WJE is responsible for payment of charges unless WJE is notified in writing, prior to the time that the charges are incurred, that the engagement is on behalf of another party. Accumulated charges will be billed in approximately monthly intervals. State and local sales and use tax will be included in the billing if applicable. Payment in full (in US dollars) is due upon receipt of the invoice. Invoices which are unpaid 30 days from the invoice date are considered past due and subject to an interest charge at the rate of 1 1/2% per month (or at a lower maximum legal rate) plus related attorneys' fees and collection expenses.

The client is responsible for payment of all charges. Agents of the client who engage WJE are also responsible for payment of all charges unless WJE agrees otherwise in writing prior to the time that the charges are incurred.

AIA Document B151 - 1997

Abbreviated Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 20 day of May in the year 2003
(In words, indicate day, month and year)

BETWEEN the Architect's client identified as the Owner:
(Name, address and other information)
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, IL 61702

and the Architect:
(Name, address and other information)
Wiss, Janney, Elstner Associates, Inc.
120 N. LaSalle Street, Suite 2000
Chicago, IL 60602

For the following Project:
(Include detailed description of Project)
Dome and Roof Repair and Restoration

The Owner and Architect agree as follows.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

1.1 The services performed by the Architect, Architect's employees and Architect's consultants shall be as enumerated in Articles 2, 3 and 12.

1.2 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which may be adjusted as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

1.3 The Architect shall designate a representative authorized to act on behalf of the Architect with respect to the Project.

1.4 The services covered by this Agreement are subject to the time limitations contained in Subparagraph 11.5.1.



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ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

2.1 DEFINITION

The Architect's Basic Services consist of those described in Paragraphs 2.2 through 2.6 and any other services identified in Article 12 as part of Basic Services, and include normal structural, mechanical and electrical engineering services.

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2.2 SCHEMATIC DESIGN PHASE

~~2.2.1 The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner.~~

~~2.2.2 The Architect shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 5.2.1.~~

~~2.2.3 The Architect shall review with the Owner alternative approaches to design and construction of the Project.~~

~~2.2.4 Based on the mutually agreed upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.~~

~~2.2.5 The Architect shall submit to the Owner a preliminary estimate of Construction Cost based on current area, volume or similar conceptual estimating techniques.~~

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2.3 DESIGN DEVELOPMENT PHASE

~~2.3.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.~~

~~2.3.2 The Architect shall advise the Owner of any adjustments to the preliminary estimate of Construction Cost.~~

2.4 CONSTRUCTION DOCUMENTS PHASE

~~2.4.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.~~

2.4.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

2.4.3 The Architect shall advise the Owner of any adjustments to previous preliminary estimates of Construction Cost indicated by changes in requirements or general market conditions.

2.4.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.5 BIDDING OR NEGOTIATION PHASE

The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction.



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2.6 CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

2.6.1 The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

2.6.2 The Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

2.6.3 Duties, responsibilities and limitations of authority of the Architect under this Paragraph 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect with consent of the Contractor, which consent will not be unreasonably withheld.

2.6.4 The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

2.6.5 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the Owner and the Architect in Article 12, (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

2.6.6 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

2.6.7 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

2.6.8 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

2.6.9 CERTIFICATES FOR PAYMENT

2.6.9.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts.

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2.6.9.2 The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Subparagraph 2.6.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

2.6.9.3 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

2.6.10 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

2.6.11 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

2.6.12 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

2.6.13 The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect as provided in Subparagraphs 3.1.1 and 3.3.3, for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



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2.6.14 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

2.6.15 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

2.6.16 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

2.6.17 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.6.18 The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect as provided in Subparagraph 2.6.17, shall be subject to mediation and arbitration as provided in this Agreement and in the Contract Documents.

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ARTICLE 3 ADDITIONAL SERVICES

3.1 GENERAL

3.1.1 The services described in this Article 3 are not included in Basic Services unless so identified in Article 12, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. The services described under Paragraphs 3.2 and 3.4 shall only be provided if authorized or confirmed in writing by the Owner. If services described under Contingent Additional Services in Paragraph 3.3 are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner prior to commencing such services. If the Owner deems that such services described under Paragraph 3.3 are not required, the Owner shall give prompt written notice to the Architect. If the Owner indicates in writing that all or part of such Contingent Additional Services are not required, the Architect shall have no obligation to provide those services.

3.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES

3.2.1 If more extensive representation at the site than is described in Subparagraph 2.6.5 is required, the Architect shall provide one or more Project Representatives to assist in carrying out such additional on-site responsibilities.

3.2.2 Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as agreed by the Owner and Architect. The duties, responsibilities and limitations of authority of Project Representatives shall be as described in the edition of AIA Document B352 current as of the date of this Agreement, unless otherwise agreed.

3.2.3 Through the presence at the site of such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the



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Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement.

3.3 CONTINGENT ADDITIONAL SERVICES

3.3.1 Making revisions in drawings, specifications or other documents when such revisions are:

- .1 inconsistent with approvals or instructions previously given by the Owner, including revisions made necessary by adjustments in the Owner's program or Project budget;
- .2 required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- .3 due to changes required as a result of the Owner's failure to render decisions in a timely manner.

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3.3.2 Providing services required because of significant changes in the Project including, but not limited to, size, quality, complexity, the Owner's schedule, or the method of bidding or negotiating and contracting for construction, except for services required under Subparagraph 5.2.5.

3.3.3 Preparing Drawings, Specifications and other documentation and supporting data, evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives.

3.3.4 Providing services in connection with evaluating substitutions proposed by the Contractor and making subsequent revisions to Drawings, Specifications and other documentation resulting therefrom.

3.3.5 Providing consultation concerning replacement of Work damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

3.3.6 Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

3.3.7 Providing services in evaluating an extensive number of claims submitted by the Contractor or others in connection with the Work.

3.3.8 Providing services in connection with a public hearing, a dispute resolution proceeding or a legal proceeding except where the Architect is party thereto.

3.3.9 Preparing documents for alternate, separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase.

3.4 ~~OPTIONAL ADDITIONAL SERVICES~~

~~3.4.1 Providing analyses of the Owner's needs and programming the requirements of the Project.~~

~~3.4.2 Providing financial feasibility or other special studies.~~

~~3.4.3 Providing planning surveys, site evaluations or comparative studies of prospective sites.~~



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~~3.4.4 Providing special surveys, environmental studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.~~

~~3.4.5 Providing services relative to future facilities, systems and equipment.~~

~~3.4.6 Providing services to investigate existing conditions or facilities or to make measured drawings thereof.~~

~~3.4.7 Providing services to verify the accuracy of drawings or other information furnished by the Owner.~~

~~3.4.8 Providing coordination of construction performed by separate contractors or by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.~~

~~3.4.9 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.~~

~~3.4.10 Providing detailed estimates of Construction Cost.~~

~~3.4.11 Providing detailed quantity surveys or inventories of material, equipment and labor.~~

~~3.4.12 Providing analyses of owning and operating costs.~~

~~3.4.13 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.~~

~~3.4.14 Providing services for planning tenant or rental spaces.~~

~~3.4.15 Making investigations, inventories of materials or equipment, or valuations and detailed appraisals of existing facilities.~~

~~3.4.16 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the Architect.~~

~~3.4.17 Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.~~

~~3.4.18 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than 60 days after the date of Substantial Completion of the Work.~~

~~3.4.19 Providing services of consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of Basic Services.~~

~~3.4.20 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.~~

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3.5 SPECIFIC ARCHITECT SERVICES

3.5.1 See proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 22 April 2003, with attached Standard Terms and Conditions dated 28 May 2001, as amended, attached in Exhibit A.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall provide full information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner shall furnish to the Architect, within 15 days after receipt of a written request, information necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

4.2 The Owner shall establish and periodically update an overall budget for the Project, including the Construction Cost, the Owner's other costs and reasonable contingencies related to all of these costs.

4.3 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such designated representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

4.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

4.5 The Owner shall furnish the services of geotechnical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations.

4.6 The Owner shall furnish the services of consultants other than those designated in Paragraph 4.5 when such services are requested by the Architect and are reasonably required by the scope of the Project.

4.7 The Owner shall furnish structural, mechanical, and chemical tests; tests for air and water pollution; tests for hazardous materials; and other laboratory and environmental tests, inspections and reports required by law or the Contract Documents.

4.8 The Owner shall furnish all legal, accounting and insurance services that may be necessary at any time for the Project to meet the Owner's needs and interests. Such services shall include auditing services the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the Owner.

4.9 The services, information, surveys and reports required by Paragraphs 4.4 through 4.8 shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

4.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including any errors, omissions or inconsistencies in the Architect's Instruments of Service.

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ARTICLE 5 CONSTRUCTION COST

5.1 DEFINITION

5.1.1 The Construction Cost shall be the total cost or, to the extent the Project is not completed, the estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

5.1.2 The Construction Cost shall include the cost at current market rates of labor and materials furnished by the Owner and equipment designed, specified, selected or specially provided for by the Architect, including the costs of management or supervision of construction or installation provided by a separate construction manager or contractor, plus a reasonable allowance for their overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work.

5.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the costs of the land, rights-of-way and financing or other costs that are the responsibility of the Owner as provided in Article 4.

5.2 RESPONSIBILITY FOR CONSTRUCTION COST

5.2.1 Evaluations of the Owner's Project budget, the preliminary estimate of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect.

5.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the Construction Cost to the fixed limit. Fixed limits, if any, shall be increased in the amount of an increase in the Contract Sum occurring after execution of the Contract for Construction.

5.2.3 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect changes in the general level of prices in the construction industry.

5.2.4 If a fixed limit of Construction Cost (adjusted as provided in Subparagraph 5.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in such fixed limit;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Paragraph 8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Construction Cost.

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5.2.5 If the Owner chooses to proceed under Clause 5.2.4.4, the Architect, without additional compensation, shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the fixed limit, if established as a condition of this Agreement. The modification of such documents without cost to the Owner shall be the limit of the Architect's responsibility under this Subparagraph 5.2.5. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

ARTICLE 6 USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

6.1 Drawings, specifications and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants are Instruments of Service for use solely with respect to this Project. The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights.

6.2 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to reproduce the Architect's Instruments of Service solely for purposes of constructing, using and maintaining the Project, provided that the Owner shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the Project shall terminate this license. Upon such termination, the Owner shall refrain from making further reproductions of Instruments of Service and shall return to the Architect within seven days of termination all originals and reproductions in the Owner's possession or control. If and upon the date the Architect is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the Owner to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the Project.

6.3 Except for the licenses granted in Paragraph 6.2, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. However, the Owner shall be permitted to authorize the Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the Work by license granted in Paragraph 6.2. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall not use the Instruments of Service for future additions or alterations to this Project or for other projects, unless the Owner obtains the prior written agreement of the Architect and the Architect's consultants. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

6.4 Prior to the Architect providing to the Owner any Instruments of Service in electronic form or the Owner providing to the Architect any electronic data for incorporation into the Instruments of Service, the Owner and the Architect shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

ARTICLE 7 DISPUTE RESOLUTION

7.1 MEDIATION

7.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance

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with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

7.1.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

7.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 ARBITRATION

7.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation in accordance with Paragraph 7.1.

7.2.2 Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association.

7.2.3 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

7.2.4 No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement and signed by the Owner, Architect, and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

7.2.5 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.3 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 8.

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ARTICLE 8 TERMINATION OR SUSPENSION

8.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.2 If the Project is suspended by the Owner for more than 30 consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

8.3 If the Project is suspended or the Architect's services are suspended for more than 90 consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice.

8.4 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

8.5 This Agreement may be terminated by the Owner upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

8.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 8.7.

8.7 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be governed by the law of the principal place of business of the Architect, unless otherwise provided in Article 12.

9.2 Terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

9.3 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the Architect's services are substantially completed.

9.4 To the extent damages are covered by property insurance during construction, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may

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have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

9.5 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

9.6 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

9.7 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

9.8 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Project site.

9.9 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

9.10 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates that would require knowledge, services or responsibilities beyond the scope of this Agreement.

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ARTICLE 10 PAYMENTS TO THE ARCHITECT

10.1 DIRECT PERSONNEL EXPENSE

Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

10.2 REIMBURSABLE EXPENSES

10.2.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- .1 transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications;
- .2 fees paid for securing approval of authorities having jurisdiction over the Project;



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- .3 reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service;
- .4 expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .5 renderings, models and mock-ups requested by the Owner;
- .6 expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants;
- .7 reimbursable expenses as designated in Article 12;
- .8 other similar direct Project-related expenditures.

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10.3 PAYMENTS ON ACCOUNT OF BASIC SERVICES

~~10.3.1 An initial payment as set forth in Paragraph 11.1 is the minimum payment under this Agreement.~~

10.3.2 Subsequent payments for Basic Services shall be made monthly and, where applicable, shall be in proportion to services performed within each phase of service, on the basis set forth in Subparagraph 11.2.2.

10.3.3 If and to the extent that the time initially established in Subparagraph 11.5.1 of this Agreement is exceeded or extended through no fault of the Architect, compensation for any services rendered during the additional period of time shall be computed in the manner set forth in Subparagraph 11.3.2.

10.3.4 When compensation is based on a percentage of Construction Cost and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Subparagraph 11.2.2, based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent preliminary estimate of Construction Cost or detailed estimate of Construction Cost for such portions of the Project.

10.4 PAYMENTS ON ACCOUNT OF ADDITIONAL SERVICES

~~Payments on account of the Architect's Additional Services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or expenses incurred.~~

10.5 PAYMENTS WITHHELD

No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors, or on account of the cost of changes in the Work other than those for which the Architect has been adjudged to be liable.

10.6 ARCHITECT'S ACCOUNTING RECORDS

Records of Reimbursable Expenses and expenses pertaining to Additional Services and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative at mutually convenient times.



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Washington, D.C. 20006-5292

ARTICLE 11 BASIS OF COMPENSATION

The Owner shall compensate the Architect as follows:

~~11.1 An Initial Payment of Dollars (\$) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.~~

11.2 BASIC COMPENSATION

11.2.1 For Basic Services, as described in Article 2, and any other services included in Article 12 as part of Basic Services, Basic Compensation shall be computed as follows:
(Insert basis of compensation, including stipulated sums, multiples or percentages, and identify phases to which particular methods of compensation apply, if necessary.)

As referred to in the proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 22 April 2003:

1. Not to exceed \$52,000 in fees and not to exceed \$7,000 in expenses for construction document preparation.
2. Not to exceed \$31,000 in fees and not to exceed \$3,500 in expenses for bidding and construction administration services.

~~11.2.2 Where compensation is based on a stipulated sum or percentage of Construction Cost, progress payments for Basic Services in each phase shall total the following percentages of the total Basic Compensation payable: ———
(Insert additional phases as appropriate.)~~

Schematic Design Phase:	-	percent (— %)
Design Development Phase:	-	percent (— %)
Construction Documents Phase:	-	percent (— %)
Bidding or Negotiation Phase:	-	percent (— %)
Construction Phase:	-	percent (— %)

Total Basic Compensation: one hundred percent (100%)

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 For Project Representation Beyond Basic Services, as described in Paragraph 3.2, compensation shall be computed as follows:

Only as requested by McLean County and according to the standard hourly rates of Wiss, Janney, Elstner Associates, Inc. plus reimbursible expenses.

11.3.2 For Additional Services of the Architect, as described in Articles 3 and 12, other than (1) Additional Project Representation, as described in Paragraph 3.2, and (2) services included in Article 12 as part of Basic Services, but excluding services of consultants, compensation shall be computed as follows:

(Insert basis of compensation, including rates and multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Only as requested by McLean County and according to the standard hourly rates of Wiss, Janney, Elstner Associates, Inc. plus reimbursible expenses.

~~11.3.3 For Additional Services of Consultants, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 3.4.19 or identified in Article 12 as part of Additional Services, a multiple of (—) times the amounts billed to the Architect for such services. ———
(Identify specific types of consultants in Article 12, if required.)~~

11.4 REIMBURSABLE EXPENSES

~~For Reimbursable Expenses, as described in Paragraph 10.2, and any other items included in Article 12 as Reimbursable Expenses, a multiple of (—) times the expenses incurred by the Architect, the Architect's employees and consultants directly related to the Project. ———~~

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.



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11.5 ADDITIONAL PROVISIONS

~~11.5.1 If the Basic Services covered by this Agreement have not been completed within () months of the date hereof, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as provided in Subparagraphs 10.3.3 and 11.3.2.~~

11.5.2 ~~Payments are due and payable~~ Payments are due and payable according to the Billing Terms stated in Wiss, Janney, Elstner Associates, Inc. Standard Terms and Conditions dated 28 May 2001, as amended, included in Exhibit A. () ~~days from the date of the Architect's invoice. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.~~
(Insert rate of interest agreed upon.)

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding requirements such as written disclosures or waivers.)

11.5.3 The rates and multiples set forth for Additional Services shall be adjusted in accordance with the normal salary review practices of the Architect.

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES. CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION. AUTHENTICATION OF THIS ELECTRONICALLY DRAFTED AIA DOCUMENT MAY BE MADE BY USING AIA DOCUMENT D401.

ARTICLE 12 OTHER CONDITIONS OR SERVICES

~~(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Agreement.)~~

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Michael F. Sweeney
Chairman, McLean County Board

(Printed name and title)

ARCHITECT (Signature)

Jeffrey P. Koerber
Senior Architect/Engineer

(Printed name and title)



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EXHIBIT A

Proposal from Wiss, Janney, Elstner Associates, Inc. to McLean County dated 22 April 2003 with attached Standard Terms and Conditions dated 28 May 2001, as amended.

**RESOLUTION OF THE McLEAN COUNTY BOARD
DECLARING THE McBARNES MEMORIAL BUILDING
SURPLUS COUNTY PROPERTY**

WHEREAS, pursuant to Illinois law, the McLean County Board may declare property, buildings, and capital equipment as "surplus property" and thereby offer said property, buildings, and capital equipment for sale by sealed bid auction or oral auction; and,

WHEREAS, the McBarnes Memorial Building, 201 East Grove Street, Bloomington, Illinois was given to McLean County for use by County government and/or by other appropriate community based not for profit corporations; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, May 1, 2003, recommended that the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, be declared as "surplus property"; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) In accordance with the provisions of Illinois law, the McLean County Board hereby declares the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, "surplus property"
- (2) The County Clerk shall provide a certified copy of this Resolution to the Director of Facilities Management, the County Administrator, and the First Civil Assistant State's Attorney.

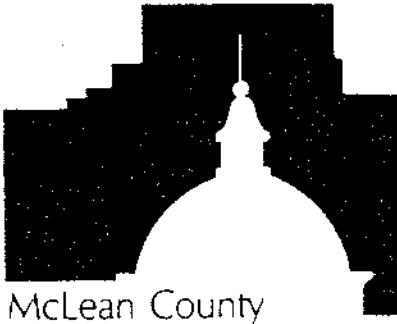
ADOPTED by the McLean County Board this 20th day of May, 2003

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the McLean
County Board, McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

April 28, 2003

Memo to: The Honorable Chairman and Members of the Property Committee

From: John M. Zeunik

Re: Future Use and Disposition of the McBarnes Building

During the past four months, the Committee has discussed the future use of the McBarnes Building and the estimated costs to bring the Building into compliance with the ADA accessibility requirements and the City Building Codes. If the County wishes to make use of all three floors of the McBarnes Building, then the County will have to approve the expenditure of approximately \$275,000.00 (see July 26, 2001 estimate) to replace the present elevator and make other modifications (for example, ventilation, air conditioning on the third floor; height of ceiling on third floor) to meet the minimum requirements of the ADA and the City Building Code. Without such improvements to the Building, the County will not be able to utilize the third floor, which represents one-third of the net useable space in the Building.

When the McBarnes Building was given to the County, the Building was to be used for a public purpose to benefit the County or other appropriate not-for-profit, community based organizations. Over the years the County has leased space in the Building to the McLean County Historical Society and Museum, United Private Industry Council, United Way of McLean County, PATH Crisis Intervention Agency, the Children's Advocacy Center, and the Regional Office of Education. When the Historical Society relocated to the Old Courthouse, the entire third floor of the Building was vacated. At that time, the Board's Property Committee looked at alternative plans to relocate and replace the elevator and make modifications to the heating and mechanical systems of the Building. The Committee decided not to recommend approval of the additional funding needed for the required capital improvements.

The Honorable Chairman and Members of the Property Committee
April 28, 2003
Page Two

The present leases with the tenants in the McBarnes Building state that "...either party shall have the right to terminate this lease during the initial term or any extension by giving at least 120 days prior written notice of termination to the other party..."

The Property Committee is now faced with a decision on the future use and disposition of the McBarnes Building. Three alternatives are available for the future use and disposition of the Building:

1. The County can continue to own and maintain the McBarnes Building in its present condition. The available office space on the first and second floor is available for use by the existing tenants and the County. The third floor would remain vacant.

Under this alternative, the County maintains ownership and control of the Building. Absent a new tenant or the existing tenants expanding into the vacant space, or a significant increase in the lease cost per square foot, the Building's lease revenue will not be sufficient to fund the annual operating expenses of the Building and any needed or emergency capital expenditure.

2. The County can appropriate sufficient funding to relocate and replace the elevator and make modifications to the mechanical systems of the Building. These capital improvements would permit the County to make full use of the Building.

Under this alternative, the County can lease the entire third floor to other community-based organizations. Given the significant capital expenditure to relocate and replace the elevator and make modifications to the mechanical systems, the County may wish to negotiate a higher lease cost per square foot to try and recover the capital investment in the Building. Funding for this capital expenditure would probably come from the General Fund's unappropriated fund balance.

3. The County can declare the Building "surplus property" and offer the Building for sale. Under the terms of the original gift of the Building to the County, the County may wish to limit the bids on the purchase of the Building to other local governments and community based organizations. Pursuant to Illinois law, the sale of the Building would need to be conducted by "sealed bid". In the Invitation to Bid, the County can stipulate a minimum bid (for example, the appraised value on the Building) to insure that the County meets its fiduciary responsibility to the taxpayers and to maintain an "arms length – willing

The Honorable Chairman and Members of the Property Committee
April 28, 2003
Page Three

Should you have any questions concerning this recommendation, please call me at 888-5110.

Thank you for your kind assistance and cooperation.

July 26, 2001

RECEIVED

Remodeling of the the McBarnes Building, 201 E. Grove, Bloomington, IL

JUL 26 2001

Submitted by Gene Asbury, Young Architects *GA*

Facilities Mgt. Div.

The following is an updated preliminary cost opinion for remodeling of the 3rd floor space and access to it for office or other use, including code mandated items. The following costs include creating a new elevator shaft and installing a new accessible size elevator, providing a lowered acoustic tile ceiling and all new flourescent lighting and ductwork in the large center room of the 3rd floor. Also included are new air conditioning equipment, and new fixtures and partitions in the existing restrooms on that floor plus enlargement and replacement of the existing restroom doors to required accessible size.

Not included in this writing are new carpeting and painting of the walls. It is assumed those items would be handled either by, or at the time of leasing by a tenant. Air conditioning costs are for equipment only and it is assumed that all labor for that equipment will be performed by County staff.

Also it is assumed that the existing elevator will be left as is and in operable condition.

Third floor remodeling

- | | | |
|----|--|-----------|
| 1. | New ceiling in the large center room----- | \$ 10,000 |
| 2. | New flourescent lighting----- | 12,500 |
| 3. | New air conditioning equipment----- | 15000 |
| 4. | New ductwork and grilles in the center room----- | 8000 |

Code mandated items

- | | | |
|----|--|---------------|
| 1. | New Elevator (price from ThyssenKrupp Elevator Co)----- | 42,000 |
| 2. | New elevator shaft including demolition through floors, foundations, pit, and structural work----- | 94,000 |
| 3. | Restroom remoldeling----- | <u>20,000</u> |

Sub total----- \$201,500

Carried over from first page-----	\$201,500
General Conditions and contractor fees at 20%-----	40,300
Architectural and engineering fees at 7.5%-----	18,135
Contingency at 5%-----	<u>12,090</u>
Total-----	\$272,025

We hope this is of help and suggest budgeting an even \$273,000

McBarnes Memorial Building Utility Cost FY '02

Electric, Gas, Water, Garbage: By Meter

0350-0085-0091-XXXX.XXXX

	All Meters	NICOR 6-39-82-9503	434-2495 11916-4	368-001213 Amer. Dis.	Month
<u>Month</u>	<u>Electric</u>	<u>Gas</u>	<u>Water</u>	<u>Garbage</u>	<u>Total:</u>
1/02	1,532.44	2,096.83	125.94	65.00	3,820.21
2/02	1,545.08	1,617.44	117.70	65.00	3,345.22
3/02	1,602.52	1,902.15	109.46	65.00	3,679.13
4/02	1,827.85	609.50	125.94	65.00	2,628.29
5/02	1,808.56	708.87	121.82	65.00	2,704.25
6/02	2,662.74	280.64	125.94	65.00	3,134.32
7/02	2,744.77	134.66	122.97	65.00	3,067.40
8/02	2,578.91	165.48	95.88	65.00	2,905.27
9/02	2,387.53	258.99	141.68	65.00	2,853.20
10/02	1,916.22	1,392.52	100.09	65.00	3,473.83
11/02	1,473.96	2,013.54	76.70	65.00	3,629.20
12/02	<u>1,441.33</u>	<u>2,318.57</u>	<u>112.57</u>	<u>65.00</u>	<u>3,937.47</u>
'02	23,521.91	13,499.19	1,376.69	780.00	39,177.79
'01	25,146.76	9,341.01	1,094.64	780.00	36,362.41
'00	24,977.94	9,592.33	954.98	680.00	36,205.25
'99	24,333.20	8,038.39	678.21	784.00	33,833.80
'98	24,145.02	5,618.67	831.97	912.00	31,507.66
'97	25,744.46	9,361.15	764.99	540.00	36,410.60
'96	23,635.99	6,564.68	704.23	942.00	31,846.90
'95	27,024.49	4,510.46	979.22	420.00	32,934.17
'94	26,195.54	6,795.42	815.21	360.00	34,166.17

McBarnes Memorial Building, 201 E. Grove Street, Bloomington, IL 61701

SF: 28,141

Ele. Cost/SF: .83

Gas Costs/SF: .48

Water Costs/SF: .05

Garbage Costs/SF: .03

2002 Costs/SF: 1.39

Math Checked: 1/9/03

McBarnes02.DOC



Illinois Department of Commerce and Community Affairs

Rod R. Blagojevich
Governor

Jack Lavin
Director

April 18, 2003

MEMORANDUM

TO: RLF Administrators

FROM: Lorraine Wareham

I would like to take this opportunity to introduce myself. My name is Lorraine Wareham and I am the Administrator for the Community Development Assistance Program Revolving Loan Fund Program. As we all know, the transition process isn't always an easy one and I appreciate your patience while I become familiar with each of you and your programs.

The Illinois Department of Commerce and Economic Opportunity, formerly the Illinois Department of Commerce and Community Affairs ("Department") Community Development Assistance Program Revolving Loan Fund Program ("CDAP RLF") is governed by the Illinois Administrative Code. These rules can be found on the following website

<http://www.legis.state.il.us/commission/jcar/admincode/047/04700110sections.html>
under Subpart B: Revolving Loan Funds. The rules were amended as of July 18, 2002. I have attached the most recent administrative rules and they should be filed under Section 5 of the RLF Handbook. The amended administrative rules supersede any program guidelines in the January 2000 CDAP RLF Handbook.

Please note the rules governing recapture strategy requirements have been amended as part of these most recent revisions.

It will be necessary for each RLF to submit to the department for approval a new recapture strategy reflecting the approved JCAR changes under Section 110.230 Recapture Strategy Requirements. Until your RLF recapture strategy is approved by the department you will not be able to take advantage of the changes. I have attached a sample recapture strategy which includes the JCAR changes. Of note is the maximum amount of revolving loan funds per job created or retained has increased from \$10,000 to \$15,000 per job.

In an effort to provide training for our RLF administrators, we are planning to include a RLF session in the annual CDAP Workshop held in February. I will be sending you more information on this training as it becomes available.

To further clarify the attachments:

- **Sample Revolving Loan Fund Recapture Strategy**
Please amend your RLF Recapture Strategy to reflect the new JCAR rules and submit to the department for approval. Again, until the amended recapture strategy is approved by the department you may not take advantage of the changes.
- **Revolving Loan Fund Recapture Guidelines for the (unit of local government).**
These guidelines are provided to give you a general parameter in running your RLF and can be found on Page 5-3-57 of your Revolving Loan Fund Handbook. These guidelines do not need to be submitted to the department for approval.
- **Joint Committee on Administrative Rules - Administrative Code**
Please file these under Section 5 of your RLF Handbook.

If you need assistance in amending your recapture strategy or have questions regarding the administration of your RLF, please feel free to contact me at 217/558-2842 or lwareham@commerce.state.il.us. Thank you for your time and consideration.

cc: Chief Elected Official

Enclosures

Part A

REVOLVING LOAN FUND RECAPTURE GUIDELINES FOR McLEAN COUNTY, ILLINOIS

Revolving Loan Fund Goals and Objectives

The Revolving Loan Fund was established to provide financial assistance to new or expanding businesses in McLean County and to secure public benefit for the residents of McLean County by developing a stronger economic base and expanded job opportunities. Use of the funds is governed by a variety of rules and regulations mandated by the State and Federal agencies that provided the original grants to McLean County as well as policies adopted by McLean County.

The missions of the Revolving Loan Fund are as follows:

- To assist short-term economic development by supporting projects which create and retain jobs.
- To encourage growth and involvement of area financial institutions through joint efforts to make feasible projects which would otherwise not be undertaken (through written agreements with participating institutions).
- To assist long-term economic development by supporting projects which protect the existing tax base and which seek to expand it.
- To insure the financial and political security for the Revolving Loan Fund through appropriate due diligence in the use of funds.

A. Revolving Loan Fund Guidelines – Generally

The following guidelines describe the way in which the Revolving Loan Fund will achieve its stated goals:

1. Eligible Borrowers

Any Business and/or Property Owners who are locating or expanding in the McLean County area. McLean County is also an eligible borrower, but only for infrastructure improvements (i.e., building improvements, water, sewer and roads) which will assist a business to retain or create jobs.

2. Eligible Use of Funds

- a. site development/infrastructure extensions costs;
- b. construction of new facility or additions;
- c. renovation of existing facilities;
- d. leasehold improvements;
- e. purchase of new or used machinery and equipment
- f. working capital.

Projects of a speculative nature are ineligible for funding. Also the transfer of firms and jobs from a location within the State of Illinois using McLean County RLF proceeds is prohibited unless it can be shown that proposed jobs/job opportunities will be lost to another state or country.

3. Minimum/Maximum Loan Amount

The minimum McLean County CDAP RLF Program Loan amount shall be \$50,000.00 and the maximum McLean County RLF Program Loan amount shall be \$500,000.00. McLean County CDAP RLF Program Loans will be made on a matching basis. The RLF Committee may waive these limits at its sole discretion. The match may be in the form of owner equity, bank loans or supplier financing. All matching funds shall be financial contributions (cash). Funds spent prior to approval of the RLF application will not count as match. A match of 2:1 will generally be required. The 2:1 match may be waived by the RLF Committee, but in no case will the match be less than 1:1. A match of 1:1 will be allowed if the RLF Loan request is a public works project. Therefore, McLean County participation will, generally speaking, be limited to 1/3 of the public project.

4. Demonstration of Financial Need

McLean County utilizing recaptured Community Development Assistance Program (CDAP) dollars from the State of Illinois, may participate with any lending institution and/or source of equity in making McLean County CDAP RLF Program Loans. Applicant firms and participating lenders must demonstrate a financial need for local CDAP-RLF funds. Financial need can be demonstrated by meeting one or more of the following financial need criteria:

- a. CDAP funds are needed to "fill the gap" between the estimated project cost and what lenders are able and willing to lend.
- b. The estimated return on investment (ROI) exceeds the bank-determined, industry-wide standard.
- c. The banks determine there is insufficient collateral without CDAP revolving loan fund participation.
- d. CDAP-RLF financing is needed to keep the firm in the community (applicant must furnish the bank with detailed Incentive letters from other states and detailed cost information explanations on how CDAP-RLF funds equalize the costs between the community site and the out-of-state site, CDAP-RLF funds cannot be used to relocate firms from one part of the State of Illinois to another part of the state).

This need will be demonstrated by a lender and community CDAP-RLF committee review of applicant firm's financials (see application at the end of document for financial information requirements).

5. Geographic Area.

Recaptured funds will be expended for projects which are located within the corporate limits of McLean County or which are determined to principally benefit residents of McLean County.

6. Interest Rates and Terms.

A minimum fixed-rate (currently 3 percent) shall be charged on a McLean County CDAP RLF program loan. The participating lender and the applicant/borrower may negotiate any mutually acceptable loan terms. The term of a McLean County CDAP RLF program loan shall generally be determined by the following classifications:

<u>Purpose</u>	<u>Maximum Term</u>
Infrastructure (water, sewer, roads)	15 years
Land and/or Building Acquisition	20 years
New Construction	20 years
Purchase of Machinery and/or Equipment	10 years
Leasehold Improvements	7 years
Building Rehab or Renovation	7 years
Purchase of Inventory	7 years
Working Capital	7 years

(NOTE: In no event shall McLean County CDAP RLF participation the term granted by the participating lender for the same class of asset.)

7. Collateral Requirements.

The participating lender shall have the primary responsibility for determining the applicant's credit risk and, if it requires, shall be entitled to the senior lien or security interest on any collateral given as security. In the case where the local government secures the RLF loan with identical collateral, its lien or security interest shall be subordinated to the participating lender. In addition, the local government will generally require a PERSONAL GUARANTY on CDAP RLF Program Loans.

8. Loan Disbursements.

All loan disbursements and payments shall be made by the McLean County Treasurer.

9. Origination Fee.

An origination fee of up to one percent of the amount requested may be charged by McLean County RLF administrative entity and is payable at closing. In addition McLean County may charge a \$100.00 fee to cover application costs (which include addressing state/federal mandates).

10. Loan Call Provisions.

Failure to abide by McLean County CDAP RLF program guidelines or administrative guidelines or administrative procedures can result in calling of the RLF loan at the RLF Committee's request. Also, the local government can call the RLF loan due and payable in the event of: 1) the transfer of substantially all the borrower's assets to any third party; 2) bankruptcy or insolvency of the borrower; 3) cessation of the conduct of active trade or business in McLean County by the borrower for any reason, including, but not limited to fire and other McLean County casualty; 4) inability to meet the obligations for job creation/retention as originally stated. These provisions are contained in a loan agreement between the borrower and McLean County.

B. Other RLF Program Requirements

1. Applicants.

- a. An applicant must have the ability to repay the loan and be an acceptable credit risk as determined by the participating lender.
- b. Upon completion of any construction activities, the applicant's property must comply with all applicable code, permit and license requirements of McLean County and/or the Incorporated City, Town or Village.
- c. Applicant must make adequate progress toward loan closing as determined by the RLF Committee ("Administrative Entity"). Failure to do so can result in a revocation of loan authorization by the RLF Committee.

2. Limitations.

McLean County CDAP RLF Program loan proceeds may be used for any of the following: land and/or building acquisition; new construction; purchase of machinery and/or equipment; leasehold improvement; building rehabilitation or renovation; purchase of inventory.

Federal Davis-Bacon and Related Acts require that prevailing wage be paid for all construction activities.

Loans to start-up businesses will require 20 percent equity.

McLean County CDAP RLF Program loan proceeds cannot be used to refinance existing debt of any kind.

3. Job Creation/Retention

For every full-time equivalent (FTE) job to be created/retained, no more than \$15,000.00 of RLF funds will be allowed. FTE is defined as 1,950 hours a year (37.5 hours per week). At least fifty-one percent of those jobs created/retained must benefit low-to-moderate income persons (see income chart). The applicant must agree to work with the local JTPA service delivery area office, and the regional Illinois Employment and Training Centers to place the economically disadvantaged persons as defined by federal guidelines. The low-to-moderate income guidelines and how to meet them are part of this handbook.

4. Activities Completed Prior to Loan Closing.

All project activities completed prior to loan closing are ineligible for financing through McLean County RLF Program. Also, any lender financing or equity which is disbursed prior to loan closing cannot be counted as match.

5. State/Federal CDAP Programs Requirements. (Title I)

The RLF Program will be operated according to applicable CDAP Program requirements which will include, but are not restricted to, environmental review, prevailing wage rate, equal employment opportunity, minority business enterprise, Section 3 ("Local Hire") Provisions, and Persons with Disabilities / Developmentally Disabled provisions.

6. Bad Loans.

In the event of a bad loan, legal steps will be taken to recover the RLF funds.

C. Required Documentation / RLF Processing

1. Sign-off Sheet

2. RLF Application and Related Documents

3. Lender Commitment Letter

- Statement of loan approval and need for RLF participation by authorized lender officer or committee
- Specified dollar amount loan
- Specified loan term
- Specified interest rate
- Collateral or security requirements
- Other special conditions of the loan

4. Borrower Commitment Letter

- Description of the project
- Total project cost
- Number of jobs created/retained and benefit to low/moderate income persons
- Type of jobs to be created/retained and wage scales
- Time frame for job creation
- Potential use of JTPA training program

- Name of lender making commitment
- Amount of equity if start-up business
- Statement that borrower can begin project implementation immediately upon McLean County CDAP RLF program approval.

5. Environmental Review Checklist Requirements

In some cases, an Environmental Review may not be applicable. Please see application located toward the back for instructions.

CDAP REVOLVING LOAN FUND RECAPTURE STRATEGY

A. Revolving Loan Fund Goals and Objectives

1. Stimulate economic growth in McLean County by assisting with the retention and growth of the existing industrial and commercial base, providing needed equity to new start-up businesses, encouraging the development of minority and female owned businesses and providing an incentive for established businesses to relocate to McLean County.
2. Assist new or existing businesses to create and retain jobs.
3. Ensure that jobs created or retained by business applicants benefit a minimum of 51 percent low-to-moderate income persons in the area.
4. Increase McLean County property tax and sales tax base.
5. Provide businesses with the opportunity to expand.
6. Encourage and leverage loans to businesses by area private financial institutions.

B. Revolving Loan Fund Strategy

1. Eligible use of funds.
 - a. Site development / infrastructure extension costs.
 - b. Construction of new facility or additions.
 - c. Renovation of existing facilities.
 - d. Leasehold improvements.
 - e. Purchase of new or used machinery or equipment.
 - f. Working capital.
 - g. For every \$15,000.00 of revolving loan funds provided, one full-time equivalent (FTE) job should be created or retained. (FTE job are positions consisting of a minimum of 1,950 hours worked a year). McLean County participation will not exceed 30 percent, subject to the availability of funds.

- h. Projects of a speculative nature are ineligible for funding.
- 2. The geographic area served by the fund will be within the corporate boundaries of McLean County.
- 3. The funds will be targeted to assist existing industrial and commercial base, start up businesses, female and minority owned firms and established businesses that will relocate to McLean County on a first come, first served basis, as McLean County expects to receive more applicants than available annual funding will cover. Applications that demonstrate the greatest potential for job creation and meeting goals and objectives of the fund will be given the highest priority.
- 4. Applications will be generated by:
 - a. Sending RLF information to the County's existing businesses.
 - b. Including RLF information in the County's Economic Development marketing package.
 - c. Provide RLF information to area economic development commissions and the Chamber of Commerce to include in their area marketing information.
 - d. Staff participation in business related seminars or workshops held in the area.
 - e. Provide RLF information to local chapter of NAACP, Urban League and other organizations representing minority groups and offer to speak at meetings periodically.
 - f. Provide information to area women's entrepreneur associations and women's service organizations.
 - g. Publicize approved loan projects by sending news releases to area media and holding news conferences, ribbon cuttings and ground breakings to encourage media coverage.
 - h. Area lending institutions will be provided with information about the RLF and asked to inform potential borrowers of fund availability.

C. RLF Management Plan

1. McLean County shall appoint members as needed to the Business Loan Review Committee. The committee shall consist of, but not be limited to the Chairman of the McLean County Board or other representatives of the County Board, County Administrator, Economic Development Coordinator, and two experienced area financial institution commercial lenders. The Committee shall review all applications to the revolving loan fund after the Economic Development Coordinator and the County Administrator have packaged the application and it is referred to the Finance Committee of the County Board. The Committee will meet with the applicant, meet with the representative of the participating lending institution, visit the site if necessary, negotiate the terms, length, security of loans and ensure compliance with the RLF goals and objectives. A recommendation will be prepared for the Finance Committee's review for approval or denial which will include a description of the project, project costs, source of funds, security required, special conditions, and reasons for approval or denial. All other application information is kept confidential. The McLean County Board will formally approve or deny the application.
2. The RLF will be staffed by the Economic Development Coordinator, the County Treasurer and the County Administrator.
3. The loan documents, including commitment agreements, liens, title policies, security recordings, transfer tax declarations, amortization schedules and security releases, shall be obtained and completed by the State's Attorney's Office. The County Treasurer shall monitor repayments of the loan, job creation and/or retention reports required to be provided semi-annually until the commitment is met, monitor other special conditions required by the loan and submit semi-annual reports on the status of the RLF to the Department of Commerce and Economic Opportunity.
4. Delinquent Loans: When an RLF payment becomes 10 days past due, the County Treasurer will place a telephone call to the borrower and request payment. At 30 days past due, the County Treasurer will send a formal letter requesting payment. Should the payment become 45 days past due the matter will be turned over to the State's Attorney's Office to pursue. All legal rights will be exercised by the County to reclaim funds. Legal counsel will be consulted during foreclosure and liquidation proceedings if events warrant.

D. Assurances

1. No more than 10 percent of the annual revenue to the RLF will be used for administration of the RLF fund. Administrative expenses will be documented via receipts, bills, invoices, etc.
2. Assistance provided from the RLF will result in at least 51 percent benefit to low-to-moderate income persons and these benefits will be documented by utilizing Job Training Partnership Act (JTPA) service providers, Illinois Employment and Training Centers or the employee certification forms found in the RLF handbook.
3. McLean County agrees to report semi-annually on the status of the RLF to the Department of Commerce and Economic Opportunity.
4. Any changes to the recapture strategy will be submitted to the Department of Commerce and Economic Opportunity for approval.
5. The grantee shall agree to pursue legal remedy to recover delinquent loans. Legal action shall include that authorized by federal and state law, including, but not limited to, efforts to collect and pursue the interests of the RLF through bankruptcy court.
6. A minimum leverage ratio of \$1.00 non-CDAP funds to \$1.00 CDAP RLF funds must be obtained for each project. RLF funds may not comprise more than 50% of the financing for any project.
7. The grantee shall assure that environmental reviews will be completed for each project funded, as well as prevailing wages paid if applicable.



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111


104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

May 2, 2003

Memo to: The Honorable Chairman and Members of the Finance Committee

From: John M. Zeunik 

Re: Review of Proposed Budget Policy for Fiscal Year 2004

At the May 6th Finance Committee meeting, the Committee will be asked to review and recommend approval of the Resolution Establishing the Budget Policy for Fiscal Year 2004. To assist the Committee in your consideration and discussion of this issue, I have enclosed a copy of the proposed Resolution for the preparation of the Fiscal Year 2004 Budget.

The Fiscal Year 2004 overall property tax rate will be based on the 2003 equalized assessed valuation. For the Committee's information, the 2003 property tax year is the quadrennial reassessment year. Historically, in a quadrennial reassessment year, the County's equalized assessed valuation increases between 7% - 8%. To illustrate the impact of this growth on the County funds that are permitted to levy a property tax, I have enclosed a table comparing the fiscal year 2002 estimated equalized assessed valuation with the fiscal year 2003 estimated equalized assessed valuation.

Given that the national and state economy have not rebounded and the uncertain impact of the State's budget on County reimbursements and programs, the County can expect to see either no growth or nominal growth in the County's share of the Sales Tax, State Income Tax, and Personal Property Replacement Tax. The Fiscal Year 2004 Budget is likely to be another "tight" budget with overall growth in revenues and expenditures below 3.0%.

I would welcome your thoughts and suggestions on any additional modifications to the proposed Budget Policy for Fiscal Year 2004.

Thank you for your kind assistance and cooperation.

McLEAN COUNTY PROPERTY TAX LEVY AND RATE: 2002 - PROJECTED 2004

PROPERTY TAX LEVY PAYABLE IN 2002		PROPERTY TAX LEVY PAYABLE IN 2003		CHANGE PRIOR YEAR INCREASE/(DECREASE)		PROPERTY TAX LEVY PAYABLE IN 2004 PROJ.		CHANGE PRIOR YEAR INCREASE/(DECREASE)	
TAX RATE	TAX LEVY	TAX RATE	TAX LEVY	DOLLAR AMOUNT	% CHANGE	TAX RATE	PROJECTED TAX LEVY	DOLLAR AMOUNT	% CHANGE
\$0.93715	\$ 22,817,871.00	\$0.93412	\$ 24,013,887.00	\$ 1,196,016.00	5.24%	\$0.93412	\$25,529,223.95	\$ 1,515,336.95	6.31%
TOTAL:									
	\$2,627,874,419.00		\$2,770,325,723.00	\$ 142,451,304.00	5.42%		\$2,945,000,000.00	\$ 174,674,277.00	6.31%
	\$2,434,817,683.00		\$2,570,755,800.00	\$ 135,938,117.00	5.58%		\$2,732,970,490.98	\$ 162,214,690.98	6.31%

Equalized Assessed Valuation:

Adjusted EAV for
Computing Tax Rates:

MCLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION

CHAPTER 12 - BUDGET

RESOLUTION ESTABLISHING THE BUDGET POLICY FOR FISCAL YEAR 2004

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and

WHEREAS, the Executive Committee has determined that, in order to achieve this end in all County programs, a three year budget be developed beyond the next subsequent Budget; and,

WHEREAS, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2004-2007, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2004; now, therefore,

BE IT RESOLVED by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County departments for the submission, review and preparation of the Fiscal Year 2004 Budget and the proposed Three Year Budget.

12.21 COUNTY SERVICES

12.21-1 New Services shall be considered in the following order of priority:

- (A) State or federal law specifically mandates such action and imposes penalties on County government for failure to provide such services; or
- (B) The Oversight Committee and the Executive Committee recommend and the County Board approves the proposed new services and/or implementation of certain changes based upon analysis of existing programs, processes, and procedures.

12.22 REVENUE

12.22-1 Property Tax and Other Revenue

- (A) Real property taxes and all other 2004 revenues shall be sufficient to meet required expenditures for Fiscal Year 2004, with the following recommendation:

(2)

When preparing the Recommended Budget for Fiscal Year 2004, the County Administrator shall make every effort to hold the 2003 County overall property tax rate as close to the 2002 County overall property tax rate as possible.

12.22-2 User Fees and Charges

- (A) Every effort shall be made to identify and/or establish appropriate user fees for charges, as authorized by State law, for appropriate public services as recommended in the Fiscal Year 2004 Budget.

12.22-3 Intergovernmental Revenue

- (A) There shall be no new categorical grant programs considered in Fiscal Year 2004 that establish ongoing County funding obligations.
- (B) Each categorical grant, which decreases in Fiscal Year 2004, thereby possibly increasing County funding obligations, shall be clearly identified so that the Oversight Committee and the Executive Committee may evaluate whether the present expenditure level should be maintained and/or increased.
- (C) Recognizing the unpredictability of future estimates of both revenues and expenditures, it is acknowledged that the proposed budget for Fiscal Year 2005, Fiscal Year 2006, and Fiscal Year 2007 may not reflect a balanced budget. Adjustments will be made to all projected future budgets, as any such estimated year becomes the next subsequent year for budgeting purposes.

12.22-4 Enterprise Fund - Nursing Home

- (A) Pursuant to the Resolution adopted by the McLean County Board on April 18, 1995, the private pay rate for the McLean County Nursing Home shall be calculated by dividing the annual operating budget by the number of patient days.

12.23 FUND BALANCES

12.23-1 Fund Balances

- (A) Recognizing the need for the County to maintain a sufficient unencumbered fund balance to meet necessary operating expenditures during the first five

(3)

months of the fiscal year and to maintain fiscal stability, an unencumbered fund balance equal to not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance shall be maintained in the Corporate General Fund.

- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects and for specific software development and related computer hardware expenses related to the Integrated Justice Information System Project, and to the Law and Justice Center Debt Service Fund for the annual debt service payment to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.
- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each department for self-insured health plans, if any, shall provide a fund balance of no less than 100% of the difference between the expected claims' cost and the County's maximum exposure for claims, i.e. the aggregate attachment point, in the County's self-insured health coverage plan.

(4)

12.24 CONTINGENCY

12.24-1 Contingency

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year 2004 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

12.25 CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES

12.25-1 Capital Improvements

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year 2004 Budget a Five-Year Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

12.25-2 Capital Equipment Purchases

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective and efficient manner, the purchase of the following capital equipment items shall be consolidated in a single Countywide bid document:
 - (1) Purchase of Furnishings/Office Equipment;
 - (2) Lease/Purchase of Office Equipment;
 - (3) Purchase of Computer Equipment;
 - (4) Lease/Purchase of Computer Equipment;

(5)

(5) Purchase of Computer Software;

- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

Upon the approval and adoption of the Annual Budget, the County Board shall prepare one consolidated Bid Document for the purchase of all vehicles in the General Corporate Fund.

12.26 ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS

12.26-1 Administrative Fees for Special Revenue Funds

- (A) Administrative service fees or surcharges for central services (e.g. data processing, payroll, accounting, personnel, budgeting, records management) which are provided by County Offices/Departments in the General Fund shall be assessed to the Special Revenue funds.

12.27 PERSONNEL

12.27-1 Staffing Levels

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2004 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

12.27-2 Employee Compensation

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.
- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year 2004, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.

(6)

- (C) The County's General Compensation Plan for Non-Union Employees, adopted by the County Board on May 16, 2000 and effective on July 1, 2000, shall govern the preparation of the Fiscal Year 2004 Budget.
- (D) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year 2004 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.
- (E) The Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications, shall be the Finance Committee. During the review and consideration of the Fiscal Year 2004 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee.
- (F) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
 - (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (G) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:

(7)

- (1) the request be approved and the reasons/justification for approval; or
- (2) the request be denied and the reasons/justifications for denial at this time.
- (H) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
- (I) Any position which has been reclassified or has received a salary regrade during the Fiscal Year 2003 budget preparation cycle shall not be considered for reclassification or salary regrade during the Fiscal Year 2004 budget preparation cycle.
- (J) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

12.28 COMPLIANCE WITH BUDGET PROCEDURES

- (A) All County departments shall prepare and submit their Fiscal Year 2004 Budget requests in accordance with the Fiscal Year 2004 Budget Calendar (see Schedule A attached).
- (B) At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent Fiscal Year 2003 budgeted expenditures/revenues less any known non-recurring expenditures.

12.29 FISCAL YEAR 2004 BUDGET ADOPTION

- (A) Pursuant to the *Rules of the McLean County Board*, the Executive Committee shall submit the Fiscal Year 2004 Budget to the County Board for adoption in accordance with the budget calendar.
- (B) In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.

(8)

12.30 EFFECTIVE DATE AND REPEAL

- (A) This resolution shall supersede the Fiscal Year 2003 Budget Policy Resolution.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of May, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

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SCHEDULE A

CALENDAR FOR PREPARATION OF THE
FISCAL YEAR 2004 BUDGET,
FIVE YEAR CAPITAL IMPROVEMENT BUDGET,
AND RECOMMENDED THREE YEAR BUDGET

<u>MONTH/DATE</u>	<u>ACTIVITY TO BE COMPLETED</u>
May 20, 2003	County Board approves and adopts the Resolution Establishing the Budget Policy for Fiscal Year 2004
May 30, 2003	Department Head Meeting with Administrator - Distribution of Fiscal Year 2004 Budget Manual of Instructions
June 4-6, 2003	<p>Training Meetings scheduled with Information Services staff for departmental personnel who will be entering budget requests into the computer.</p> <p>Departments should review the Fiscal Year 2004 Budget Manual of Instructions and bring questions along with departmental budget worksheets to the training meetings.</p> <p>PLEASE NOTE: Information Services will schedule individual department training sessions. Please call Information Services at ext. 5109 to schedule an appointment or use the departmental sign-up sheet.</p>
June 9, 2003	Departments begin entering and revising Fiscal Year 2004 budget data, Five-Year Capital Improvement Budget, and the Recommended Three-Year Budget.
June 30, 2003	<p>New Position(s) Requests and Justification for New Position(s) completed and submitted to the Administrator's Office.</p> <p><u>PLEASE NOTE:</u> Department personnel will NOT enter Personnel expenses (500 series line-item accounts) into the computer. The Assistant County Administrator will enter all Personnel expenses (500 series line-item accounts). Departments must submit Personnel budget requests to the Administrator's Office by June 30, 2003.</p>

(2)

MONTH/DATE

ACTIVITY TO BE COMPLETED

This information will be entered into the computer by July 14, 2003 and transmitted to the departments by July 21, 2003.

July 7, 2003

Department Narrative Description, Program Objectives completed.

Revenue (400 series line-item accounts) completed and entered into computer.

Materials and Supplies (600 series line-item accounts) completed and entered into computer.

Contractual Expenses (700 series line-item accounts) completed and entered into computer.

Capital Outlay (800 series line-item accounts) completed and entered into computer.

Recommended Three-year Budget for Fiscal Year 2005, Fiscal Year 2006, and Fiscal Year 2007 completed and entered into computer.

Five Year Capital Improvement Budget completed and submitted to the Administrator's Office.

July 7, 2003

Budget Data Entry System locked by Information Services. All Fiscal Year 2004 Budget data and Recommended Three-year Budget data should be completed and entered.

July 14, 2003
through
August 15, 2003

County Administrator reviews the departmental budget requests and meets with department heads to discuss their budget requests.

September 5, 2003

County Administrator advises departments of revenue/expenditure status.

(3)

MONTH/DATE

ACTIVITY TO BE COMPLETED

September 16, 2003

Recommended Fiscal Year 2004 Budget presented to the County Board.

September 16, 2003
through
November 7, 2003

Oversight Committees and Executive Committee review the Recommended Budget.

November 12, 2003

Review of Fiscal Year 2004 Recommended Budget, including all Oversight Committee recommendations, by the Executive Committee.

November 18, 2003

County Board approves and adopts Fiscal Year 2004 Budget.

December 31, 2003

Fiscal Year 2004 Adopted Budget entered to create the Auditor's and Treasurer's record for the new fiscal year.

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FY04

GRANT APPLICATION
FOR

Check Appropriate Box to
Indicate Purpose of Application:

- ☒ Initial Grant Award
☐ Revision to Grant Award
☐ Special Request
☐ Special Requirement

McLean County

(Government Entity)

TO: Illinois Department of Nuclear Safety
Division of Planning and Analysis
1035 Outer Park Drive
Springfield, Illinois 62704

In accordance with the Compensation of Local Governments for Emergency Planning and Participation in Nuclear Emergency Response Exercises (32 Ill. Adm. Code 501), this application for grant in the amount of \$8,100.00 is being submitted for the purpose of defraying the anticipated or incurred expenses of (government entity) in implementing the plans and programs authorized by the "Illinois Nuclear Safety Preparedness Act" (420 ILCS 5).

The term of the proposed grant is July 1 2003, to June 30, 2004, inclusive.

The major projects, activities and/or purchases for which compensable expenses will be incurred during the term of the proposed grant are summarized below:

Reimbursement for (6) six telephone lines in the Operations Room and 1 Fax telephone line.

Reimbursement for (3) three cellular phones, One located in the mobile communications van and the other two for Director and Assistant's direct communications with IDNS and other agencies.

Replacement Fax Machine, Six (6) Portable Radios. for communications with Control point workers.

An Annual Spend Plan, covering a detailed estimate of expenses for the term of the proposed grant, is attached.

HEAD OF GOVERNMENT ENTITY

DESIGNATED CONTACT PERSON

(Signature)

(Signature)

MICHAEL F. SWEENEY

JAMES L. WAHLS

(Name)

(Name)

CHAIRMAN, McLean County Board

DIRECTOR, McLean County E.S.D.A.

(Title)

(Title)

(Date)

(Date)

4/16/03

This application is subject to the disclosure of information that is necessary to accomplish the statutory purpose as